

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9	PAGE 1 OF 97 PAGES
2. CONTRACT NUMBER		3. SOLICITATION NUMBER  N00173-13-R-RV01		4. TYPE OF SOLICITATION  <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	
5. DATE ISSUED		6. REQUISITION/PURCHASE NUMBER  57-4024-12			
7. ISSUED BY  Naval Research Laboratory 4555 Overlook Avenue, SW Washington, DC 20375 ATTN: Code 3220.RV		CODE N00173		8. ADDRESS OFFER TO (If other than Item 7)	

**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".**

### SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Building 222, Room 215 until 11:30a, local time 7/5/2013  
 (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME  Reese Van Wyen	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS  Reese.VanWyen@nrl.navy.mil
		AREA CODE 202	NUMBER 404-2398	EXT.

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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	
AREA CODE	NUMBER				
				18. OFFER DATE	

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )			23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)			25. PAYMENT WILL BE MADE BY	
26. NAME OF CONTRACTING OFFICER (Type or print)			27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
			28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

PART I – THE SCHEDULE  
SECTION B  
SUPPLIES OR SERVICES AND PRICES/COSTS

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The Contractor shall provide engineering and technical services in accordance with Section C – Statement of Work. The minimum guarantee of \$50,000.00 for each contract for the maximum contract term will be satisfied with the award of the initial task order. The total maximum cumulative value for all contracts is \$47,000,000.00.

**B-1 PART I – SUPPLIES/SERVICES AND COSTS**

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE
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0001

<b>Noun:</b>	Tactical Electronic Warfare Engineering and Support (Non-Severable)
<b>PSC:</b>	AC64
<b>Contract Type:</b>	Cost Plus Fixed Fee
<b>Inspection:</b>	N00173
<b>Acceptance:</b>	N00173
<b>FOB:</b>	Destination
<b>Ordering Period:</b>	09/01/2013 through 8/30/2016
<b>Limitations of Liability:</b>	To be defined in each TO
<b>Descriptive Data:</b>	The Contractor shall furnish all labor, material, equipment, travel, facilities, and items reasonably required to accomplish task orders issued pursuant to the requirements contained in the Statement of Work entitled "Tactical Electronic Warfare Engineering and Support", and IAW Section G clause "G-8, Ordering Procedures."

**ESTIMATED COST PLUS FIXED FEE**

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE
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0002

		Not Separately Priced	Not Separately Priced
<b>Noun:</b>	Hardware Deliverables		
<b>PSC</b>	AC63		
<b>Contract Type:</b>	Cost Plus Fixed Fee		
<b>Inspection:</b>	N00173		
<b>Acceptance:</b>	N00173		
<b>FOB:</b>	Destination		
<b>Limitations of Liability:</b>	To be defined in each TO		
<b>Descriptive Data:</b>	The Contractor shall deliver all hardware as required by individual task orders. The price of this CLIN is included in CLIN 0001.		

**ESTIMATED COST PLUS FIXED FEE Not Separately Priced**

PART I – THE SCHEDULE  
SECTION B  
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE
0003		Not Separately Priced	Not Separately Priced
	<b>Noun:</b> Software Deliverables <b>PSC</b> AC63 <b>Contract Type:</b> Cost Plus Fixed Fee <b>Inspection:</b> N00173 <b>Acceptance:</b> N00173 <b>FOB:</b> Destination <b>Limitations of Liability:</b> To be defined in each TO <b>Descriptive Data:</b> The Contractor shall deliver all software as required by individual task orders. The price of this CLIN is included in CLIN 0001.		

**ESTIMATED COST PLUS FIXED FEE** Not Separately Priced

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE
0004		Not Separately Priced	Not Separately Priced
	<b>Noun:</b> Data and Reports <b>PSC</b> AC63 <b>DD1423 is Exhibit</b> A <b>Contract Type:</b> Cost Plus Fixed Fee <b>Inspection:</b> N00173 <b>Acceptance:</b> N00173 <b>FOB:</b> Destination <b>Descriptive Data:</b> The Contractor shall furnish all data as required by the Contract Data Requirements List (CDRL), DD Form 1423, which is hereby incorporated as Exhibit A. Applicable data will be indicated on each task order issued hereunder. The price of this CLIN is included in CLINs 0001.		

**ESTIMATED COST PLUS FIXED FEE** Not Separately Priced

PART I – THE SCHEDULE  
SECTION B  
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE
0101	<p><b>Noun:</b> Tactical Electronic Warfare Engineering and Support (Severable)</p> <p><b>PSC:</b> AC64</p> <p><b>Contract Type:</b> Cost Plus Fixed Fee</p> <p><b>Inspection:</b> N00173</p> <p><b>Acceptance:</b> N00173</p> <p><b>FOB:</b> Destination</p> <p><b>Ordering Period:</b> 09/01/2013 through 8/30/2016</p> <p><b>Limitations of Liability:</b> To be defined in each TO</p> <p><b>Descriptive Data:</b> The Contractor shall furnish all labor, material, equipment, travel, facilities, and items reasonably required to accomplish task orders issued pursuant to the requirements contained in the Statement of Work entitled "Tactical Electronic Warfare Engineering and Support", and IAW Section G clause "G-8, Ordering Procedures."</p>		

**ESTIMATED COST PLUS FIXED FEE**

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE
0102	<p><b>Noun:</b> Hardware Deliverables</p> <p><b>PSC:</b> AC63</p> <p><b>Contract Type:</b> Cost Plus Fixed Fee</p> <p><b>Inspection:</b> N00173</p> <p><b>Acceptance:</b> N00173</p> <p><b>FOB:</b> Destination</p> <p><b>Limitations of Liability:</b> To be defined in each TO</p> <p><b>Descriptive Data:</b> The Contractor shall deliver all hardware as required by individual task orders. The price of this CLIN is included in CLIN 0001.</p>	Not Separately Priced	Not Separately Priced

**ESTIMATED COST PLUS FIXED FEE** Not Separately Priced

PART I – THE SCHEDULE  
SECTION B  
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE
0103		Not Separately Priced	Not Separately Priced

**Noun:** Software Deliverables  
**PSC** AC63  
**Contract Type:** Cost Plus Fixed Fee  
**Inspection:** N00173  
**Acceptance:** N00173  
**FOB:** Destination  
**Limitations of Liability:** To be defined in each TO  
**Descriptive Data:**

The Contractor shall deliver all software as required by individual task orders. The price of this CLIN is included in CLIN 0001.

**ESTIMATED COST PLUS FIXED FEE** Not Separately Priced

ITEM NO	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE
0104		Not Separately Priced	Not Separately Priced

**Noun:** Data and Reports  
**PSC** AC63  
**DD1423 is Exhibit** B  
**Contract Type:** Cost Plus Fixed Fee  
**Inspection:** N00173  
**Acceptance:** N00173  
**FOB:** Destination  
**Descriptive Data:**

The Contractor shall furnish all data as required by the Contract Data Requirements List (CDRL), DD Form 1423, which is hereby incorporated as Exhibit A. Applicable data will be indicated on each task order issued hereunder. The price of this CLIN is included in CLINs 0001.

**ESTIMATED COST PLUS FIXED FEE** Not Separately Priced

PART I – THE SCHEDULE  
SECTION B  
SUPPLIES OR SERVICES AND PRICES/COSTS

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
1001			Direct Productive Person Hours (DPPH)	
	<b>Noun:</b>	Tactical Electronic Warfare Engineering and Support		
	<b>PSC</b>	AC63		
	<b>Contract Type:</b>	Firm-Fixed Price Level of Effort		
	<b>Inspection:</b>	N00173		
	<b>Acceptance:</b>	N00173		
	<b>FOB:</b>	Destination		
	<b>Ordering Period</b>	09/01/2013 through 8/30/2016		
	<b>Limitations of Liability:</b>	To be defined in each TO		
	<b>Descriptive Data:</b>	The Contractor shall furnish all labor, equipment, and facilities reasonably required to accomplish task orders issued pursuant to the requirements contained in the Statement of Work entitled "Tactical Electronic Warfare Engineering and Support", and IAW Section G clause "G-8, Ordering Procedures."		

**TOTAL AMOUNT**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
1002			LOT	
	<b>Noun:</b>	Materials for Tactical Electronic Warfare Engineering and Support		
	<b>PSC</b>	AC63		
	<b>Contract Type:</b>	Cost		
	<b>Inspection:</b>	N00173		
	<b>Acceptance:</b>	N00173		
	<b>FOB:</b>	Destination		
	<b>Ordering Period</b>	09/01/2013 through 8/30/2016		
	<b>Limitations of Liability:</b>	To be defined in each TO		
	<b>Descriptive Data:</b>	The Contractor shall furnish all materials reasonably required to accomplish task orders issued against CLIN 1001.		

**TOTAL AMOUNT**

PART I – THE SCHEDULE  
SECTION B  
SUPPLIES OR SERVICES AND PRICES/COSTS

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
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1003

LOT

<b>Noun:</b>	ODCs (excluding materials) for Tactical Electronic Warfare Engineering and Support
<b>PSC</b>	AC63
<b>Contract Type:</b>	Cost
<b>Inspection:</b>	N00173
<b>Acceptance:</b>	N00173
<b>FOB:</b>	Destination
<b>Ordering Period</b>	09/01/2013 through 8/30/2016
<b>Limitations of Liability:</b>	To be defined in each TO
<b>Descriptive Data:</b>	The Contractor shall furnish all travel, and other direct costs (excluding materials) reasonably required to accomplish task orders issued against CLIN 1001.

TOTAL AMOUNT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
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1004

LOT

<b>Noun:</b>	Data and Reports
<b>PSC</b>	AC63
<b>DD1423 is Exhibit</b>	C
<b>Contract Type:</b>	Firm-Fixed Price Level of Effort
<b>Inspection:</b>	N00173
<b>Acceptance:</b>	N00173
<b>FOB:</b>	Destination
<b>Ordering Period</b>	09/01/2013 through 8/30/2016
<b>Descriptive Data:</b>	The Contractor shall furnish all data as required by the Contract Data Requirements List (CDRL), DD Form 1423, which is hereby incorporated as Exhibit B Applicable data will be indicated on each task order issued hereunder. The price of this CLIN is included in CLIN 1001

TOTAL AMOUNT

## **B–2 FIRM-FIXED-PRICE, LEVE OF EFFORT (FFPLOE) TERM TASK ORDERS**

In the performance of CLIN 1001 of this contract, the contractor shall provide the following level of effort within the time period as set forth in the applicable task order:

### **DIRECT PRODUCTIVE PERSON HOURS (DPPH)\***

<b>LEVEL OF EFFORT</b>	<b>COMPOSITE RATE PER HOUR</b>	<b>TOTAL</b>
------------------------	--------------------------------	--------------

**[To be completed in each FFPLOE task order]**

DPPH are defined as prime contractor, subcontractor, and consultant actual direct labor hours exclusive of vacation, holiday, sick leave, and other absences.

In accordance with FAR 16.207-2, entitlement to full payment is based on the determination by the Government that the required level of effort and reports have been provided and are acceptable.

## **B–3 MATERIAL PURCHASES**

Material purchases for CLIN 1002 must be itemized and reported monthly to the COR. Any individual item with a unit price greater than \$5,000.00 requires advanced approval by the Contracting Officer's Representative (COR). Any individual item with a unit price greater than \$25,000 must be approved by the Procuring Contracting Officer (PCO) prior to purchase.

## **B–4 TRAVEL COSTS**

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA office.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incidental to relocation are allowable to the extent provided for in FAR 31.204-35; however, contracting officer approval shall be required prior to incurring relocation expenses and travel costs incidental to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

(i) Travel at U.S. military installations where Government transportation is available;

(ii) Travel performed for personal convenience/errands, including commuting to and from work; and

(iii) Travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.



## **C–1 STATEMENT OF WORK**

### **C– 1.1. INTRODUCTION**

This Statement of Work (SOW) describes the engineering and technical support services to be provided to the Naval Research Laboratory's (NRL) Tactical Electronic Warfare Division (TEWD), which is located in Washington, D.C.

### **C– 1.2. BACKGROUND**

This SOW describes a variety of taskings which incorporate the three major subdivisions of EW: Electronic Attack (EA), Electronic Warfare Support (ES), and Electronic Protection (EP). TEWD is tasked with performing research on Electronic Warfare (EW) systems and the application of technologies to support the development and fielding of EW systems. Areas of specific interest include a broad spectrum of scientific research, engineering development, computer simulation, and direct technical liaison with US intelligence and armed services EW experts. TEWD is seeking Contractor technical support in a variety of disciplines and related applications. Services conducted under this SOW will concentrate on system research and development (R&D); RF engineering and fabrication; aeronautical engineering and unmanned vehicle development; mixed signal circuit design; digital signal processing; EA technique development; software development (real-time DSP, real-time displays, and GUIs); mechanical engineering; information technology deployment and maintenance support; as well as fabrication, assembly, integration and testing of prototype EW systems and associated components; general design; modeling and simulation of EW concepts; development support (e.g., schematics, design documentation, and user and operator manuals); field test, exercise, system installation, and training support; and program management support. The required services include a number of interrelated tasks that vary in both their technical dimensions and deliverable product.

### **C– 1.3. SCOPE**

The Contractor shall provide the person-hours of scientific, technical, and engineering support services and materials to perform the tasks described within this SOW. These tasks include systems engineering (hardware and software), systems analysis (hardware and software), and data collection and analysis. The uniqueness of data availability, availability of necessary processing equipment, and security requirements dictate that the Contractor must perform a major portion of the tasks on-site at NRL. The Contractor shall support tasking up to the SCI classification level. The Contractor shall provide research and engineering services in support of six basic task areas:

Task 1	RF Engineering
Task 2	Mixed-signal circuit design (Analog/Digital)
Task 3	Digital Signal Processing (DSP) and Software Development
Task 4	Mechanical and Aeronautical Engineering
Task 5	System/Subsystem Technical Development and Support
Task 6	Graphics and Drafting Services

### **C– 1.4. SOW TASKS**

#### **1.4.1 Task 1 RF Engineering:**

The Contractor shall provide Radio Frequency (RF) engineering and technical support for design, development, and repair of unique components and subsystems supporting R&D projects and prototype system developments. RF frequencies of interest for this task may range from 100 MHz up through 100 GHz. Contractor services provided under this task may include the design, analysis and fabrication of antennas, filters, amplifiers, oscillators, frequency conversion components and various types of millimeter wave, microwave and RF receivers. The Contractor shall provide 3-D and 2-D electromagnetic modeling and simulation capabilities suitable for the development of antennas, antenna arrays as well a variety of common RF components. Additionally, the Contractor shall provide receiver design and analysis services, leading to the development of new receiver architectures. Based on a given set of requirements, the Contractor shall design, build, and integrate the RF hardware required to fulfill the requirements. This involves a variety of tasks,

including system architectural design; hardware development; layout, fabrication, procurement, assembly, and testing; system level integration; testing; and documentation.

#### **1.4.2 Task 2 Mixed Signal Circuit Design (Analog/Digital):**

The Contractor shall provide Mixed Signal Circuit Design engineering and technical support for the design, development and repair of unique components and subsystems supporting R&D projects and prototype system developments. The primary objective for this task will be the development of circuits containing both analog and digital circuitry including Digital RF Memory (DRFM) technologies. An example of the type of work to be anticipated under this task is the development of a circuit board containing analog signal conditioning components, analog-to-digital conversion (ADC) components and digital signal processing components. ADC sample rates are expected to be in excess of 2.0 GSPS. Extreme attention to detail concerning the control of signal isolation and crosstalk will be required to optimize circuit performance. Noise mitigation in the analog sections will be critical. The Contractor shall provide hardware design and debug services, including embedded processor design, to support electronic warfare processing applications. Based on a given set of requirements, the Contractor shall design, build, and integrate the digital, analog, and RF hardware and software required to fulfill the requirements. This involves a variety of tasks, including system architectural design; hardware and software development; printed wiring board (PWB) design, layout, fabrication, procurement, assembly, and testing; system level integration; and testing. Detailed digital designs must use ADCs and must include the supporting analog and RF circuitry required to perform signal reception, amplification, conditioning, filtering, as well as digital circuitry to perform digital signal processing.

#### **1.4.3 Task 3 Digital Signal Processing (DSP) and Software Development:**

DSP is concerned with the practical aspects of representing information-bearing signals in digital form and with using computers or special purpose digital hardware to extract that information or to transform the signals in useful ways.

Orders issued against this task area may involve work in one or more of the following area(s):

**1.4.3.1 DSP Hardware** – The Contractor shall integrate high-speed ADC boards with state-of-the-art processor boards. Data from these boards must then be transformed into useful data using a variety of data analysis algorithms. This data will be used by the software application to implement signal detection, characterization and analysis algorithms. The Contractor shall implement high-throughput data transfers across numerous bus technologies including RACEway, PCI, Compact-PCI, PCI-Express, PXI, VME, VXI and other serial or optical devices.

**1.4.3.2 DSP Software Development** – The Contractor shall develop software using the target high-bandwidth processing hardware and the requisite developmental systems. The Contractor shall implement established DSP techniques such as FFTs, convolution, digital filters, number system conversions, vector algebra, trigonometry, and other algorithms specific to Electronic Warfare. The Contractor shall optimize DSP algorithms using real-time DSP and FPGA technologies.

**1.4.3.3 EW Systems Software Development** – The current and projected emitter environment requires emphasis on advanced EW support systems that can simultaneously detect and process a large number of emitters. The Contractor shall develop software capable of analyzing and processing large amounts of emitter data collected by these EW systems. Custom software must also be developed for integration and test purposes as well as advanced algorithm development for automatic analysis techniques and real-time process control. Additionally, software must be developed to integrate GUIs required to display all data collected and analyzed by the system with operator control via this interface.

**1.4.3.4 Electronic Attack Techniques Development** – The Contractor shall develop a coherent EA techniques generator based on DRFM technology. This techniques generator must have flexibility of waveform input and output characteristics such that it will support the development of EA techniques against a range of modern threat radars. The victim radars use advanced modes of operation including Frequency Modulation (FM) and phase coded pulse compression, pulse to pulse frequency and Pulse Repetition Interval (PRI) agility, Doppler processing, Inverse Synthetic Aperture Radar (ISAR) and Synthetic Aperture Radar (SAR). The Contractor shall design the coherent EA techniques generator such that it can be used in the TEWD/development based technique generators to support the EA function with coherent EA techniques. The

Contractor shall use the techniques generator to develop effective EA techniques against the simulated threats in demonstration scenarios and provide the controls, both hardware and software, to generate an effective technique to engage EA of those threats with either a laboratory or field site based test bed. The Contractor shall use the techniques generator to develop EA techniques against other advanced radar threats. The Contractor shall support this EA technique development with threat information, as background and reference, at up to the SCI classification level.

**1.4.3.5 Analysis Software Development** – The Contractor shall design, develop, and manage software systems used to collect, distribute, analyze, record and display emitter data. Requirements for the software being developed are based upon on-going R&D projects. Additional requirements are constantly being added because of newly developed algorithms and evolving emitter sources. The Contractor shall implement near real-time digital signal processing and display the results on a graphical user interface (GUI).

This task also includes the development of a variety of established as well as developmental digital signal processing algorithms. The Contractor shall rapidly prototype and develop algorithms to provide various processing and control functions as part of the software development task. Initial algorithm development may be accomplished using test code developed on a desktop workstation or on any of several commercially available mathematical packages such as the MathWorks product, MATLAB. The Contractor shall integrate third party mathematics packages as required by the application. The Contractor shall perform all tasks from initial algorithm development through prototyping and final implementation.

**1.4.3.6 Software Testing** – The Contractor shall conduct software testing at both a system and subsystem level to verify requirements. The Contractor shall document the testing to show the requirement, the module(s) that satisfies the requirement, and the test engineer conducting the test.

Field testing is required of all prototype digital electronic support systems. The field tests often lead to the development of new requirements and adjustments to algorithms. The Contractor shall travel to offsite locations with the NRL developers to perform field testing and modification, if required. The Contractor shall place the results of the field testing under configuration control and present any errors occurring during field testing to the software development team for resolution.

The Contractor shall develop automated tests that can be used to test a delivered baseline of the system. These automated tests must be stored with the software baseline and must be capable of being modified if necessary.

#### **1.4.4 Task 4 Mechanical and Aeronautical Engineering:**

The Contractor shall provide mechanical and aeronautical engineering and technical support for design, development, fabrication, and repair of systems, unique components and subsystems supporting R&D projects and prototype system developments. The mechanical assemblies developed include, but are not limited to, airframes, electronic component and antenna system support structures and enclosures. The assemblies must be developed for laboratory, land based, shipboard, and airborne environments. Examples of the types of assemblies to be designed under this task are; unmanned vehicle systems and subsystems; assemblies of RF components and antenna support and positioning assemblies. The Contractor shall provide extensive mechanical design and CAD capability. CAD programs such as AutoCad, SolidWorks and Pro-Engineer shall be utilized. The Contractor shall perform thermal, time-motion and shock tolerance analysis for the proposed designs. The Contractor shall produce a mechanical design documentation set to include estimated mechanical assembly performance where relevant and sufficiently detailed mechanical design data so as to specify assembly fabrication.

#### **1.4.5 Task 5 System/Subsystem Technical Development and Support:**

The Contractor shall provide engineering and technical services to design, develop, integrate, and test prototype and limited-production systems and subsystems. These systems and subsystems include but are not limited to the following: unmanned vehicles; structural components; mechanical and electro-mechanical devices; RF, electronic and avionics components; software elements; ground support equipment; and other devices supporting TEWD activities. The

Contractor shall conduct studies and analysis in support of new EW concepts and applications being developed and shall support derivation of system level technical performance requirements. The Contractor shall design, procure, test, and integrate electronic and avionics systems for data acquisition, processing, and analysis; command and telemetry functions; low-noise signal conditioning and sensor interfaces; power conversion; and temperature control. The Contractor shall also conduct studies and analysis in support of existing EW capability and shall support the derivation of system capability effectiveness assessments for various EW Mission Scenarios. The Contractor shall provide technical analysis and subject matter expertise in support of Naval EW systems and concepts of employment (CONEMP). The Contractor shall prepare technical materials including reports and briefings that document the work that was done and the results that were obtained. The Contractor shall provide program management support including administrative, technical, and financial management functions in support of this tasking. The Contractor shall require access to intelligence data at up to the SCI classification level.

**1.4.5.1 Systems Analysis** – The Contractor shall provide engineering/ analyst technical services plus subject matter experts in the resolution of technical issues regarding requirements, software development, integration, and testing of multiple Contractor components, subsystems, and systems. Participate in technical meetings and support Integrated Product Teams (IPT) used by the Government to technically manage programs. The Government will designate those IPTs to be supported. Provide technical support in defining requirements and writing software to integrate, coordinate and communicate with combat systems and other EW systems including any new EW development effort. Coordinate with Contractor and Government personnel in reviewing technical documentation during the design of computer software, firmware and hardware. The Contractor shall develop CONEMPs and analyze alternative system methodologies.

**1.4.5.2 Design** – The Contractor shall provide technical and engineering support for NRL facilities and experiments. The Contractor shall design, fabricate or acquire, and deliver to NRL incidental hardware required for the support of research within the scope of tasks issued within task area. The Contractor shall modify, repair or maintain existing equipment in support of on-going research efforts; and document performance of systems or subsystems. The Contractor shall provide experiment support, design, fabrication, maintenance, and repair of system or subsystems.

**1.4.5.3 Fabrication and Assembly** – The Contractor shall provide for the fabrication and assembly of hardware for prototype systems and subsystems, including the fabrication of unique piece parts, printed wiring boards, fixtures, and mechanical assemblies for use during assembly, integration, and test. The Contractor shall provide specialized material, hardware, and components (e.g., raw materials, electrical, electronic, and electro-mechanical parts, machined parts, weldments, racks and structures, test equipment, and special processes) in support of tasks issued within this area. The Contractor shall interface with vendors for the production and delivery of hardware, components and equipment. The Contractor shall maintain piece part inventories and will track and monitor the assembly process on selected efforts.

**1.4.5.4 Integration and Test** – The Contractor shall provide engineering services to test and integrate systems and subsystems with target platforms. The Contractor shall provide support to NRL engineering staff to establish requirements for environmental test of specific systems and subsystems to include mechanical and electrical experimental and functional testing, along with corrective actions where necessary. The Contractor shall develop test plans and procedures for the integration and test of systems and subsystems into an operational platform at NRL or other NRL-designated facilities. The Contractor shall design, fabricate, assemble, test, calibrate, and maintain specialized laboratory equipment, instrumentation, GFE, and facilities to support the integration and test activity. The Contractor shall perform system level environmental and functional testing, and implement corrective actions resulting from testing. The Contractor shall provide all support necessary for scientists and engineers performing special system calibrations and analyzing the resultant test data sets.

**1.4.5.5 Support of On-Site and Field Experiments** – The Contractor shall provide all support necessary to successfully execute experiments of prototypes developed under this task at both on-site and for field experiments at off-site locations in support tasks issued in this area. The Contractor, in support of the requirements herein, shall conduct site surveys, provide operator training, install and operate equipment, perform equipment maintenance, perform system diagnostics, acquire raw data, process the data, as well as analyze and archive collected data. Upon completion of this analysis, the Contractor shall provide the data acquired, including all disks, tapes, films, etc., and submit a written reports of the results.

Tasking support shall require travel to sites and activities world-wide; working aboard military aircraft, boats, submarines, and at military installations. Equipment handling/installation requires heavy lifting (in excess of 50 lbs.). The Contractor shall train civilian and military personnel in the operation and maintenance of NRL EW systems.

**1.4.5.6 Operational Maintenance and Repair Support for EW Systems** – The Contractor shall provide support to maintain, repair, and upgrade existing EW systems. The Contractor shall provide all necessary facilities, services, test equipment and parts to test, repair or upgrade Government Furnished Property within the scope of this SOW and as specified by each task order. The Contractor shall fabricate and repair highly integrated radio frequency components, hybrid integrated component assemblies, and monolithic microwave integrated circuit (MMIC) modules. The Contractor shall utilize a Class 10,000 clean room with workspaces/workbenches suitable for Class 1,000 or better processing to accomplish high fidelity fabrication and repair. The Contractor shall provide technical and engineering support to maintain the EW techniques and libraries. The Contractor shall evaluate intelligence information, evaluate current EW techniques, and modify techniques in accordance with current and future system capabilities as intelligence is updated. The Contractor shall provide technical support to operate and maintain the NRL Technique Evaluation anechoic chamber, the Technique Generation Units, various missile and radar simulators, and DRFM subsystems. The Contractor shall provide engineering support to collect and analyze EW and simulator data, incorporate the data into SIMDIS, and document technique effectiveness in the laboratory, field tests and at-sea tests. The Contractor shall investigate software upgrades designed to enhance overall system performance and implement improvements as directed.

**1.4.5.7 Technical Program Management Support** – The Contractor shall provide direct technical and management support on Future Naval Capabilities (FNC), Discovery and Invention (D&I), and Innovative Naval Prototype (INP) projects. The Contractor shall provide support and guidance to NRL Program Principal Investigators regarding proposal preparations. This support includes compliance with ONR management requirements, preparation of various NRL Project reports, Business Plans, Briefings, Program Reviews and interactions with OPNAV and the various Naval Systems Commands as required. The Contractor shall support the threat aspects of EW, and the cyber security aspects of communications up to the SCI classification level.

#### **1.4.6 Task 6 Graphics and Drafting Services:**

The Contractor shall provide for the creation of illustrations, drawings, and other graphic material required by various programs, studies, proposals, or technical presentations. The Contractor shall provide artistic capabilities and the computer resources to render illustrations, drawings, schematics, block diagrams, flow charts, and text files. The Contractor will scan and edit mechanical and electrical drawings produced using designated computer aided design (CAD) systems. The Contractor shall leverage existing drawings and illustrations from previous NRL developments and shall administer files on a variety of file servers. The Contractor shall coordinate graphic requirements associated with program review cycles. The Contractor shall possess requisite hardware, software and peripheral devices necessary to fulfill task requirements for all work efforts performed off-site from the NRL.

## C– 1.5. APPENDIX A - LIST OF TERMS AND ACRONYMS

IPT	Integrated Product Team
ISAR	Inverse Synthetic Aperture Radar
ISR	Interrupt Service Routine
LAN	Local Area Network
M/COS	Mercury Computer Operating System
MHz	Mega Hertz
NICEnet	NRL Integrated Communications Environment Network
NRL	Naval Research Laboratory
ONR	Office of Naval Research
OPNAV	Operational Navy
PCI	Peripheral Component Interconnect
PPC	Power PC (Personal Computer)
PRI	Pulse Repetition Interval
PW	Pulse Width
PWB	Printed Wiring Board
PXI	PCI eXtensions for Instrumentation
RF	Radio Frequency
RT	Real Time
RTOS	Real-Time Operating System
SAL	Scientific Algorithms Library
SAR	Synthetic Aperture Radar
SCI	Sensitive Compartmentalized Information
SOW	Statement of Work
TCP/IP	Transaction Control Protocol/Internet Protocol
TEWD	Tactical Electronic Warfare Division
UDP	User Datagram Protocol
VHDL	VHSIC High level Design Language
VHSIC	Very High Speed Integrated Circuit
VME	VersaModule Eurocard
VPX	VITA 46 (successor to VME architecture)
WAN	Wide Area Network

## C–2 DELIVERY/TASK ORDERS

The specific work to be carried out shall be further described in orders issued under this contract.

## C–3 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

The Contractor shall report ALL Contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Naval Research Laboratory via a secure data collection site. The Contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil> .

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

**D–1 UNCLASSIFIED PACKAGING AND MARKING**

All unclassified data shall be preserved, packaged, packed and marked and must conform to normal commercial packing standards to assure safe delivery at destination.

**D–2 CLASSIFIED PACKAGING AND MARKING**

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated February 28, 2006 and the DD 254 - Contract Security Classification Specification.

**E–1 INSPECTION AND ACCEPTANCE CLAUSES INCORPORATED BY REFERENCE**

<b><u>FAR CLAUSE</u></b>	<b><u>TITLE</u></b>
52.246-4	Inspection of Services – Fixed-Price (AUG 1996)
52.246-8	Inspection of Research and Development Cost Reimbursement (MAY 2001)

<b><u>DFARS CLAUSE</u></b>	<b><u>TITLE</u></b>
252.246-7000	Material Inspection and Receiving Report (MAR 2008)

**E–2 INSPECTION AND ACCEPTANCE**

Supplies/services will be inspected/accepted at:

<b><u>CLIN</u></b>	<b><u>INSPECT AT</u></b>	<b><u>INSPECT BY</u></b>	<b><u>ACCEPT AT</u></b>	<b><u>ACCEPT BY</u></b>
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0101	Destination	Government	Destination	Government
0102	Destination	Government	Destination	Government
0103	Destination	Government	Destination	Government
0104	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government

Items 0001 through 0003, Items 0101 through 0103, and Items 1001 through 1003: Acceptance shall be made by the task order Contracting Officer Representative (COR) or an authorized representative of the Government upon receipt of a copy of the authorization for services and the original certification of performance.

Item 0004, 0104, and Item 1004: Inspection and acceptance of all data shall be specified in on the attached Contract Data Requirements List(s), DD Form 1423.

Constructive acceptance, in accordance with FAR 32.904, shall be deemed to have occurred on the 15 day after the final delivery.



## **F–1 DELIVERIES OR PERFORMANCE CLAUSES INCORPORATED BY REFERENCE**

<b><u>FAR CLAUSE</u></b>	<b><u>TITLE</u></b>
52.242-15	Stop-Work Order (AUG 1989) - Alternate I (APR 1984)
52.247-34	F.O.B. Destination (NOV 1991)

## **F–2 DELIVERIES OR PERFORMANCE**

(a) The effective period of this contract during which delivery orders/task orders may be issued is as follows:

<b><u>CLIN</u></b>	<b><u>Ordering Period</u></b>
0001	09/01/2013 through 8/30/2016
0002	09/01/2013 through 8/30/2016
0003	09/01/2013 through 8/30/2016
0004	09/01/2013 through 8/30/2016
0101	09/01/2013 through 8/30/2016
0102	09/01/2013 through 8/30/2016
0103	09/01/2013 through 8/30/2016
0104	09/01/2013 through 8/30/2016
1001	09/01/2013 through 8/30/2016
1002	09/01/2013 through 8/30/2016
1003	09/01/2013 through 8/30/2016
1004	09/01/2013 through 8/30/2016

(b) Each delivery/task order shall specify its period of performance

(c) All deliverables under each order shall be shipped FOB Destination. The place of delivery will be defined in each task order.

Receiving Officer  
Naval Research Laboratory  
Contract Number:  
ATTN:  
CODE:  
LOCATION:

(d) Each task order shall specify its place of performance.

## **F–3 DELIVERABLES**

Each task order shall establish any additional required deliverables and a schedule for submission. Deliverables shall be provided to the Contracting Officer's Representative (COR) appointed under separate letter upon award, or as specified in the individual task order(s).

## G–1 CONTRACT ADMINISTRATION

In order to expedite administration of this contract, the following delineation of duties is provided including the names and contact information for each individual or office specified. Contact the individual/position designated as having responsibility for any questions, clarifications or information regarding the functions assigned herein.

- a. The Contract Administration Office (CAO) designated in Block 20A on the Standard Form 26 is responsible for all matters specified in FAR 42.302(a) and DFARS 242.302(a), except in those areas otherwise designated herein.

The ACO shall direct procuring agency inquiries as follows:

Contract Specialist – Reese Van Wyen, Code 3220, (202) 404-2398, [reese.vanwyen@nrl.navy.mil](mailto:reese.vanwyen@nrl.navy.mil)

Contracting Officer – **[To Be Completed at Award]**

Security Matters – Contracting Officer for Security, Code 1226, (202) 767-2240, DSN 297-2240, [security-group@nrl.navy.mil](mailto:security-group@nrl.navy.mil).

Safety Matters – Head Safety Branch, Code 3540, (202) 767-2232, [safety@nrl.navy.mil](mailto:safety@nrl.navy.mil).

Patent Matters – Associate Counsel (Intellectual Property), Code 1008.2, (202) 404-1552, DSN 297-1552, [patents@nrl.navy.mil](mailto:patents@nrl.navy.mil).

Release of Data – Public Affairs Officer, Code 1030, (202) 767-2541, DSN 297-2541, [publicaffairs@nrl.navy.mil](mailto:publicaffairs@nrl.navy.mil).

- b. Contract administration functions withheld, additional contract administration functions assigned, or special instructions are set forth below:

None

- c. Inquiries regarding payment should be referred to DFAS at <http://www.dod.mil/dfas/Contractorpay/myinvoice.html>

## G–2 CONTRACTING OFFICER’S REPRESENTATIVE (COR)

**[To Be Completed at Award]** is hereby designated as the Contracting Officer's Representative (COR). Unless terminated sooner, this appointment is effective for the period of performance of this contract including any options, if exercised. COR authority may not be re-delegated. No change in COR assignment shall be made without written notice by the Contracting Officer, who will modify the contract to reflect the change of COR assignment. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the Contractor via contract modification.

- a. The responsibilities and limitations of the COR are as follows:

The COR is responsible for:

1. Providing technical direction and guidance as necessary with respect to the performance of work under this contract. Technical direction and guidance may be used to provide technical advice/recommendations/clarifications on the statement of work/specifications. It MAY NOT be used to tell the Contractor how to perform the work.
2. Submitting interim and final Contractor Performance Assessment Reports (CPARS) at [www.cpars.csd.disa.mil/cparsmain.htm](http://www.cpars.csd.disa.mil/cparsmain.htm).
3. Quality assurance of services performed or deliveries made

4. Inspection and acceptance of services or deliverables
5. Ensuring that Government Furnished Property, to include any Contractor use of on-site equipment and/or IT resources is adequately monitored and accounted for.
6. Security requirements on Government installation, such as the request and retrieval of personnel security badges and vehicle passes.
7. Monitoring Contractor's performance and promptly report problems and recommendations for corrective action to the PCO
8. Annually, furnish a written report on performance of the Contractor to the PCO. And, if deemed necessary, attending a follow-up meeting to discuss.
9. Attend post award conference, if conducted.
10. Ensuring a copy of all Government technical correspondence, to include Technical Direction Memorandums/Guidance, is forwarded to the PCO for placement in the contract file.
11. Monitoring of funds expended
12. Ensuring that the Contractor does not exceed the defined statement of work set forth in the contract.

b. Limitations: The COR is not authorized to take any action, either directly or indirectly, that could result in a change in the cost/price, quantity, quality, place of performance, delivery schedule, or any other terms or conditions of the contract. If, as a result of technical discussions, it is desirable to alter contract obligations or the statement of work/specifications, a modification must be issued in writing and signed by the Contracting Officer in order to effect such changes. No such changes shall be made without the express written prior authorization/direction of the Contracting Officer.

### **G-3 TASK ORDER CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

[To Be Completed in Each Task Order] is hereby designated as the task order Contracting Officer's Representative (COR). Unless terminated sooner, this appointment is effective for the period of performance of the task order including any options, if exercised. Task order COR authority may not be re-delegated. No change in task order COR assignment shall be made without written notice by the Contracting Officer, who will modify the task order to reflect the change of task order COR assignment.

- a. The responsibilities and limitations of the task order COR are as follows:

The task order COR is responsible for:

1. Providing technical direction and guidance as necessary with respect to the performance of work under this contract. Technical direction and guidance may be used to provide technical advice/recommendations/clarifications on the statement of work/specifications. **It MAY NOT be used to tell the Contractor how to perform the work.**
2. Quality assurance of services performed or deliveries made
3. Inspection and acceptance of services or deliverables
4. Ensuring that Government Furnished Property, to include any Contractor use of on-site equipment and/or IT resources is adequately monitored and accounted for.
5. Monitoring Contractor's performance and promptly report problems and recommendations for corrective action to the PCO

6. Annually, furnish a written report on performance of the Contractor to the PCO. And, if deemed necessary, attending a follow-up meeting to discuss.
7. Attend post award conference, if conducted.
8. Ensuring a copy of all Government technical correspondence, to include Technical Direction Memorandums/Guidance, is forwarded to the PCO for placement in the task order.
9. Monitoring of funds expended
10. Ensuring that the Contractor does not exceed the defined statement of work set forth in the task order.

b. Limitations: The task order COR is not authorized to take any action, either directly or indirectly, that could result in a change in the cost/price, quantity, quality, place of performance, delivery schedule, or any other terms or conditions of the task order. If, as a result of technical discussions, it is desirable to alter task order obligations or the statement of work/specifications, a modification must be issued in writing and signed by the Contracting Officer in order to effect such changes. No such changes shall be made without the express written prior authorization/direction of the Contracting Officer.

#### **G-4 GOVERNMENT FURNISHED PROPERTY**

The Government will provide item(s) of Government property to the Contractor for use in the performance of this contract. The following Government property will be furnished to the Contractor on a rent-free basis for use in performing the contract:

Facilities: The Government will provide on-site workspaces for the Contractor staff to provide the support outlined in the SOW to include desk space, telephones, computers, and other items necessary to maintain an office environment.

Utilities: The Government will provide utilities for the on-site facility/facilities in which the Contractor is required to work. Utilities will be available for the Contractor's use in performance of tasks outlined in this SOW. The Contractor shall instruct employees in utilities conservation practices. The Contractor shall be responsible for operating under the conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount to accomplish cleaning equipment.

All Government furnished property shall be used and maintained by the Contractor in accordance with provisions of the "Government Property" clause included in this contract.

Any/all Government property provided to the Contractor shall be for use in the performance of this contract only. This property shall be used and maintained by the Contractor in accordance with provisions of the "Government Property" clause. Upon completion of the contract, all property acquired/used/provided shall be returned to the Government. Any/all GFP provided to the Contractor shall be returned to the Government upon completion of the order or termination of the order/contract.

#### **G-5 ONR 5252.242-9718 - TECHNICAL DIRECTION (FEB 02)**

- a. Performance of the work hereunder is subject to the technical direction of the Program Officer/COR designated in this contract, or his duly authorized representative. For the purposes of this clause, technical direction includes the following:
  1. Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the objectives described in the statement of work;
  2. Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

b. Technical direction must be within the general scope of work stated in the contract. Technical direction may not be used to:

1. Assign additional work under the contract,
2. Direct a change as defined in the contract clause entitled "Changes";
3. Increase or decrease the estimated contract cost, the fixed fee, or the time required for contract performance; or
4. Change any of the terms, conditions or specifications of the contract.

c. The only individual authorized to in any way amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the Contractor, any technical direction calls for effort outside the scope of the contract or inconsistent with this special clause, the Contractor shall notify the Contracting Officer in writing within ten working days after its receipt. The Contractor shall not proceed with the work affected by the technical direction until the Contractor is notified by the Contracting Officer that the technical direction is within the scope of the contract.

d. Nothing in the foregoing paragraphs may be construed to excuse the Contractor from performing that portion of work statement, which is not affected by the disputed technical direction.

#### **G-6 SUBCONTRACTORS/CONSULTANTS**

a. Advance notification or requests for consent pursuant to the contract clause entitled "Subcontracts" (FAR 52.244-2) shall be directed to the cognizant administrative contracting officer (ACO).

b. (Paragraph (j) of FAR 52.244-2 is filled in as follows. The following subcontractor/consultants have been identified in the Contractor's proposal as necessary for performance of this contract and were evaluated during negotiations:

**Subcontractor/Consultant Name**

**Estimated Total Cost**

**[To Be Completed By Offeror]**

#### **G-7 ACCOUNTING AND APPROPRIATION DATA**

Each task order will contain the accounting and appropriation data for payment under this contract.

#### **G-8 TASK ORDER ISSUANCE PROCEDURES**

If this contract contains multiple awardees, the issuance procedures stated herein are applicable.

##### **G-8.1 General**

(a) When the Government requires work under the contract, the Government will initiate the Request for Proposal (RFP) process. The RFP will normally be transmitted electronically by e-mail, but may be placed via mail, telephone, or other electronic means.

(b) Task Orders (TO) will be awarded on DD Form 1155 (Order for Supplies or Services). The TO will normally be transmitted electronically by e-mail, but may be placed via mail, telephone, or other electronic means.

(c) The Government will not be obligated to reimburse the Contractor for work performed, items delivered, or any costs

incurred, nor shall the Contractor be obligated to perform, deliver, or otherwise incur costs, except as authorized by duly executed TOs.

(d) Each TO shall include as a minimum:

- (i) Contract/ TO number
- (ii) Award date
- (iii) Award amount
- (iv) Contract item number and description of the specified work required.
- (v) Delivery or performance schedule
- (vi) Place of performance
- (vii) Any packaging, packing, and shipping instructions
- (viii) Accounting and appropriation data
- (ix) Method of payment and payment office
- (x) Any other pertinent information (such as applicable Service Contract Act wage determination)

(e) Modifications to TOs will be issued on Standard Form (SF) 30.

(f) In accordance with FAR 16.505(a)(9)(i), no protest under Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under a TO contract except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract, or a protest of an order valued in excess of \$10 million.

### **G–8.2 Time Frames for Ordering**

(a) The draft work description will be submitted to all Contractors, notifying them of an upcoming requirement and will detail the expected lead time. Contractors will be able to query the Government on the upcoming requirement based on the draft work description. Any questions and Government responses will be forwarded to all Contractors to ensure fair opportunity.

(b) Once the complete procurement package has been received by the PCO, the RFP will be issued to all Contractors.

(c) Proposals shall be submitted within 10 to 30 days from issuance of the RFP, depending on the estimated dollar value of the requirements.

### **G–8.3 Multiple Award Ordering Selection Criteria**

(a) The Contracting Officer will issue a Letter of Intent for a Task to be performed to Contract Awardees, which includes the Statement of Work (SOW), the period of performance and the proposal due date. Awardees shall prepare and submit an original proposal to the Contracting Officer. The proposal will consist of the following:

- (i) Contractor's name;
- (ii) Contract number;
- (iii) Task(s) to be performed;
- (iv) Technical approach to completing the task order statement of work;
- (v) Completed task order cost/price spreadsheet (see Attachment 11);
- (vi) Completed task order staffing plan (see Attachment 10);

(b) In accordance with FAR Subpart 16.505 (Ordering) and to provide awardees a fair opportunity to be considered for each order, the Contracting Officer will make a final decision based on:

- (i) Technical Approach: The Contractor's technical approach to the task order statement of work;
- (ii) Personnel: The experience and availability of Contractor personnel;
- (iii) Price: The total price proposed for the Order.

#### **G–8.4 Ordering – Multiple Award Information**

(a) Except as provided below, for orders issued under this contract, each awardee shall be provided a fair opportunity to be considered for each order in excess of \$2,500.00.

(b) Awardees need not be given an opportunity to be considered for a particular order in excess of \$2,500.00 under multiple delivery order/task order contracts if the ordering officer determines that:

- (i) The agency needs for such supplies or services is of such urgency that providing such opportunity would result in unacceptable delays;
- (ii) Only one such Contractor is capable of providing such supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;
- (iii) The order should be issued on a sole source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order;
- (iv) It is necessary to place an order to satisfy a minimum guarantee; or
- (v) The ordering officer determines in writing that it is in the best interest of the Government to do so.

#### **G–8.5 Special Instructions for Firm-Fixed-Price Level-of-Effort Task Orders**

For Firm-Fixed Price Level of Effort (FFPLOE) task order Request for Proposals (RFPs), the Contractor will multiply the quantity of each item or labor category required against the rate listed in the pricing schedule (Attachment 8).

Travel and Material costs may be estimated for each task order and included as cost only items in CLINs 1002 and 1003 respectively.

#### **G–8.6 Special Instructions for Cost-Plus-Fixed-Fee Delivery/Task Orders**

For the applicable CPFF task order:

The Contractor shall not exceed the direct labor rate ceilings rates provided in Attachment 9, for the respective ordering period, to build its cost proposal. These ceiling rates are the maximum allowable rates that can be proposed or charged under task orders. These are not bid rates. Labor rates proposed for individual task orders may be less and should be in accordance with the Offeror's disclosed estimating system practices and, if applicable, forward pricing rate agreements. Additionally, the bid and bill rates for SCA covered categories shall be equal to or greater than the minimum wage determination rates specified in the DOL Wage Determination incorporated in the task order.

The Contractor shall not exceed the indirect ceiling rates provided in Attachment 8, for the respective ordering period, to build its cost proposal. The indirect ceiling rates established in Attachment 8 will be the maximum allowable rates that can be proposed or billed under task orders issued during the ordering period of any contract awarded as a result of this solicitation. These are not bid rates. Indirect rates proposed for individual task orders may be less and should be in accordance with the Offeror's disclosed estimating system practices and, if applicable, forward pricing rate agreements. Additionally, should actual rates experienced during performance of the contract be lower than the ceiling rates shown, actual rates will be billed.

The fee will be negotiated for each task order consistent with statutory limitations. The Contracting Officer shall determine fair and reasonable pricing, analyze and negotiate fee for all cost-reimbursement task orders as required under FAR 15.4, Pricing, and FAR 16.3, Cost-Reimbursement Contracts.

#### **G–9 TASK ORDER MODIFICATION**

The Contractor, in connection with any proposal made for a contract modification, shall furnish a cost breakdown, itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall contain sufficient detail to

permit an analysis of all material, labor, equipment, subcontract, and indirect costs, as well as fee, and shall cover all work involved in the modification, whether such work was deleted, added, or changed. Any amount claimed for subcontractors shall be supported by a similar cost breakdown. In addition, if the proposal includes a time extension, a justification shall be furnished. The proposal, together with the price breakdown and the time extension justification, shall be furnished by the date specified by the Contracting Officer.

#### **G–10 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (COST-REIMBURSEMENT)**

In accordance with PGI 204.7108 (d)(12), the following payment instructions are provided for a more accurate reflection of how funds will be expended in support of contract performance.

Each task order may contain multi-funded CLINs. Payment needs to be made from the ACRN cited on the invoice due to the fact that one sponsor cannot pay for another sponsor's work.

#### **G–11 INFORMATIONAL SUBLINE ITEMS**

It is anticipated that the research and development services performed under this contract will be paid for from multiple sources of funds. Informational subline items will be established as necessary to identify each accounting citation classification.

#### **G–12 DFARS 252.232-7006 – WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)**

a. Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

b. Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

c. WAWF access. To access WAWF, the Contractor shall—

1. Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and
2. Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

d. WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

e. WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

f. WAWF payment instructions. The Contractor must use the following information when submitting payment requests



and receiving reports in WAWF for this contract/order:

- a. For CPFF Task Orders the Contractor shall submit the following

**Cost Voucher**

- b. For FFPLOE Task Orders the Contractor shall submit the following

**Invoice and Receiving Report (Combo)**

1. Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

**Destination**

2. Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	*
Issue By DoDAAC	N00173
Admin DoDAAC	*
Inspect By DoDAAC	N00173
Ship To Code	N00173
Mark For Code	*
Service Approver (DoDAAC)	N00173
Service Acceptor (DoDAAC)	N00173
LPO DoDAAC	N00173
DCAA Auditor DoDAAC	*

**[\*To Be Completed at Award]**

3. Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.
4. WAWF email notifications. The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

**[To Be Completed In Each Task Order]**

- g. WAWF point of contact.

1. The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

**Donna Washington:** [donna.washington@nrl.navy.mil](mailto:donna.washington@nrl.navy.mil) or 202-767-0547

**Javanka Caton:** [jovanka.caton@nrl.navy.mil](mailto:jovanka.caton@nrl.navy.mil) or (202) 404-3557

**Clara O’Neal:** [clara.oneal@nrl.navy.mil](mailto:clara.oneal@nrl.navy.mil) or (202) 767-2120

2. For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

## **H-1 TYPE OF CONTRACT**

The Government contemplates award of a multiple award IDIQ contract with FFPLOE and CPFF term and completion type task orders.

## **H-2 PROPOSAL PREPARATION COSTS**

The costs for preparation of cost proposals and technical proposals and for various administrative costs applicable to all contract task orders will not be allowed as a direct charge under this contract. Additionally, the Government will not issue a separate task order for overall Program Management. Program Management should be captured and charged under individual task orders. The Contractor shall not assume that all the Program Management listed in the SOW will be budgeted for each task order. The locations, quantities, and frequency of the work cannot be predetermined and may vary throughout the course of the contract.

## **H-3 CONTRACTOR IDENTIFICATION**

Pursuant to DFARS 211.106 Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. In addition, Contractor personnel shall appropriately identify themselves as Contractor employees in telephone conversations and in formal and informal written correspondence.

## **H-4 REQUIREMENTS FOR ON-SITE CONTRACTORS**

See Section J, Attachment 3, Requirements for On-Site Contractor Personnel

## **H-5 ONR 5252.237-9705 - KEY PERSONNEL (DEC 88)**

- a. The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.
- b. The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least thirty (30) days in advance (sixty (60) days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph (c) below.
- c. Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.
- d. In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

**PART I – THE SCHEDULE**  
**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

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The following are identified as key personnel: \*

<b>Labor Category</b>	<b>First/M/Last Name</b>
Senior Microwave/RF Design Engineer (Key)	
Senior Analog/Digital Design Engineer (Key)	
Senior Software Engineer I (Key)	
Senior Aero/Mechanical Engineer (Key)	
Senior Scientist I (Key)	

**[To Be Completed By Offeror]**

**H-6 ONR 5252.216-9706 - LEVEL OF EFFORT (DEC 88)**

- a. In the performance of each term form task order issued under this contract, the Contractor agrees to provide the level of effort specified in the task order and in accordance with this provision.
- b. It is understood and agreed that the rate of direct labor hours expended each month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the task order. The Contractor is required to notify the Contracting Officer when 85% of the total level of effort of the task order has been expended.
- c. If, during the term of the task order, the Contractor finds it necessary to accelerate the expenditure of direct labor under the task order to such an extent that the total hours of effort specified would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fixed fee together with an offer setting forth a proposed level of effort, cost breakdown, and proposed fixed-fee for continuation of the work until expiration of the term of the task order. If the maximum amount specified in the contract is not adequate to accommodate the anticipated accelerated expenditure of direct labor, the Contractor shall also include in its offer a proposed increase of the maximum amount, cost breakdown, and proposed fixed-fee for the increase. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by modification of the order and, if necessary, the contract
- d. The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor under a task order such that the labor hours of effort specified therein would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within ten days of receipt.
- e. If the total level of effort specified in each task order is not provided by the Contractor during the term of the task order, the Contracting Officer shall either (i) reduce the fixed fee of the task order as follows:

Fee Reduction = Fixed Fee X (Required LOE Hours - Expended LOE Hours)

Required LOE Hours

or (ii) subject to the provisions of the clause of this contract entitled "Limitation of Cost," require the Contractor to continue to perform the work until the total number of hours of direct labor specified in the task order shall have been expended, at no increase in the fixed fee of the task order.

f. In the event the Government fails to fully fund the task order in a timely manner, the term of the task order may be extended accordingly with no change to cost or fee. If the Government fails to fully fund the task order, the fee will be adjusted in direct proportion to that effort which was performed.

g. Notwithstanding any of the provisions of the above paragraphs, the Contractor may furnish labor hours up to five percent in excess of the total direct labor hours specified in the task order provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fixed-fee is required, and no adjustment in the fixed-fee shall be made provided that the Contractor has delivered at least 95% of the level of effort specified in the task order.

h. It is understood that the mix of labor categories provided by the Contractor under the task order, as well as the distribution of effort among those categories, may vary considerably from the initial mix and distribution of effort, which was estimated by the Government or proposed by the Contractor.

i. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the Clause entitled "Limitation of Costs" or "Limitation of Funds," either of which incorporated herein applies to each task order under this contract

j. The breakdown by labor category of the total level of effort is as follows:

**Labor Category**

**Hours**

\*To be completed in each individual FFPLOE or CPFF term type task order

**H-7 CEILING INDIRECT RATES (ONLY APPLICABLE TO CPFF TASK ORDERS)**

The ceiling indirect rates for the base and option years submitted with the proposal as Attachment 8 will become a part of the contract. Should actual indirect rates experienced during performance of the contract be lower than those shown in the table below, actual rates will be charged in lieu of the maximum rates. All ceiling provisions will apply to the prime Contractor as well as each cost reimbursable subcontractor and the applicable ceiling rates will be included in the contract resulting from this solicitation.

If during the course of this contract, there is a statutory change in the indirect cost elements, i.e., FICA, FUTA, SUTA, etc., the ceiling established herein will be adjusted accordingly. Additionally, should there be a substantial increase in health insurance expenses not caused by a change in the basic coverage; the Contractor may request that the established ceiling be modified to accommodate the increase. This shall apply to both prime Contractor and first-tier cost reimbursable subcontractors. Final decision on whether or not to change the established ceiling in this case shall remain with the Contracting Officer.

If a mandatory increase in Health and Welfare Benefits is imposed by state or local Governments for SCA covered employees, the ceiling established for the indirect rate will be adjusted accordingly prior to the issuance of any subsequent task order, only if the Contractor's Health and Welfare Benefits are included in its indirect rate pool, in accordance with its disclosed accounting practices. Additionally, if any Health and Welfare Benefits are increased for any employee as mandated by state or local Governments, the ceiling established for the indirect rate will also be adjusted accordingly.

## **H-8 PROFESSIONAL LABOR RATES AND ESCALATION CEILINGS (ONLY APPLICABLE TO CPFF TASK ORDERS)**

The Contractor shall not exceed the direct labor hourly ceiling rates provided in Attachment 9, for the respective ordering period, to build its cost proposal. These ceiling rates are the maximum allowable rates that can be proposed or charged under task orders during the respective ordering period. These are not bid rates. Labor rates proposed for individual task orders may be less and should be in accordance with the Offeror's disclosed estimating system practices and, if applicable, forward pricing rate agreements. However, bid rates shall not exceed the maximum ceiling rates established in the contract under Attachment 9.

Where it is determined necessary to utilize a specific individual on this contract whose actual labor rate exceeds the established ceiling, the Contractor will be required to obtain prior written approval by the Contracting Officer. In the event that such approval is not properly obtained, the Government will only be required to reimburse the Contractor at the ceiling rate.

All ceiling provisions will apply to the prime Contractor as well as each cost reimbursable subcontractor.

## **H-9 ONR 5252.235-9714 – REPORT PREPARATION (JUL 2005)**

Scientific or technical reports prepared by the Contractor and deliverable under the terms of this contract will be prepared in accordance with format requirements contained in ANSI/NISO Z39.18-2005, Scientific and Technical Reports: Elements, Organization, and Design.

[NOTE: All NISO American National Standards are available as free, downloadable pdf(s) at <http://www.niso.org/standards/index.html>. NISO standards can also be purchased in hardcopy form from NISO Press Fulfillment, P. O. Box 451, Annapolis Junction, MD 20701-0451 USA. Telephone U.S. and Canada: (877) 736-6476; Outside the U.S. and Canada: 301-362-6904 fax: 301-206-9789.]

## **H-10 ELECTRONIC AND INFORMATION TECHNOLOGY (EIT)**

In accordance with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), all EIT supplies and services provided under this contract must comply with the applicable accessibility standards issued by the Architectural and Transportation Barriers Compliance Board at 36 CFR part 1194 (see FAR Subpart 39.2). Electronic and information technology (EIT) is defined at FAR 2.101.

## **H-11 INCORPORATION OF SECTION K**

Section K of the solicitation is hereby incorporated by reference.

## **H-12 INSURANCE CLAUSE IMPLEMENTATION**

The Contractor shall obtain and maintain the minimum kinds and amounts of insurance during performance of this contract as specified by FAR 28.307-2, Liability, and contemplated by FAR 52.228-5, Insurance – Work on a Government Installation, and/or 52.228-7, Insurance – Liability to Third Persons.

## **H-13 PROTECTION OF HUMAN SUBJECTS**

Any collection or analysis of data from human subjects must not commence until the Contractor provides the following information per SECNAV 3900.39D 8.d. (1):

- a. An appropriate DoD Navy Assurance or a Federal-wide Assurance (FWA) with a DoD Navy addendum to the FWA, or an application for a DoD Navy Assurance.
- b. Documentation of the Institutional Review Board's (IRBs) initial and continuing review and approval.

- c. IRB-approved informed consent form, except when not required consistent with law and regulation.
- d. IRB-approved research protocol.
- e. Documentation that research ethics and human subject protections training has been completed by the Contractor's principle investigators.

The Contractor has responsibility for certain reporting requirements per SECNAV 3900.39D 8.d. (2).

#### **H-14 ORGANIZATIONAL CONFLICTS OF INTEREST**

- a. Definitions.

The term "Contractor" includes the Contractor and its employees, affiliates, marketing consultants (if any), consultants, and subcontractors at all tiers.

"Organizational Conflict of Interest" ("OCI") means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. FAR 2.101. An OCI may result when (1) activities or relationships create an actual or potential conflict of interest related to the performance of the Statement of Work (SOW) of this Contract; or, (2) when the nature of the SOW on this Contract creates an actual or potential conflict of interest with respect to the Contractor in relation to a future acquisition.

"Marketing consultant," means any independent Contractor who furnishes advice, information, direction, or assistance to an Offeror or any other Contractor in support of the preparation or submission of an offer for a Government contract by that Offeror. An independent Contractor is not a marketing consultant when rendering— (1) Services excluded in FAR Subpart 37.2; (2) Routine engineering and technical services (such as installation, operation, or maintenance of systems, equipment, software, components, or facilities); (3) Routine legal, actuarial, auditing, and accounting services; and (4) Training services.

- b. In accordance with the guidance in FAR Subpart 9.5, the Contracting Officer has determined that potentially significant organizational conflicts of interest (OCIs) could result if the Contractor is allowed to participate (at any level) in future Federal Government acquisitions that include requirements that may be established or affected by the performance of the Statement of Work (SOW) by the Contractor under this Contract.
- c. It is understood and agreed that the Contractor may be ineligible (unless expressly exempted as provided in FAR Part 9.5) to act as a prime Contractor, subcontractor, or consultant or subcontractor to any prime Contractor or subcontractor at any tier, for any future requirements (for services, systems, or components of systems) procured by any Federal Government activity where the Contractor, in performance of the SOW under this Contract, has provided or is providing support (as described in FAR 9.505-1 through 9.505-4) that establishes or affects future requirements or may affect the future competition.
- d. The contracting officer responsible for securing future requirements, in his/her sole discretion, may make a determination to exempt the Contractor from ineligibility as described in subparagraph (c) above provided the Contractor submits an acceptable mitigation plan.
  - 1. Items for consideration in a mitigation plan include the following: identification of the organizational conflict(s) of interest; a reporting and tracking system; an organizational conflict of interest compliance/enforcement plan, to include employee training and sanctions, in the event of unauthorized disclosure of sensitive information; a plan for organizational segregation (e.g., separate reporting chains); data security measures; and, non-disclosure agreements.
  - 2. The Government's determination regarding the adequacy of the mitigation plan or the possibility of mitigation

is a unilateral decision made solely at the discretion of the Government and is not subject to the Disputes clause of the contract. The Government may terminate the contract for default if the Contractor fails to implement and follow the procedures contained in any approved mitigation plan.

3. Nothing contained herein shall preclude the contracting officer in future Federal Government acquisitions from making his/her own determination as to whether an OCI exists and whether any such OCI has been successfully mitigated.

e. The Contractor shall apply this clause to any subcontractors or consultants who: have access to proprietary information received or generated in the performance of this Contract; and/or, who participate in the development of data, or participate in any other activity related to this Contract which is subject to the terms of this clause at the prime Contractor level.

f. The Contractor agrees that it and its subcontractors at all levels shall use reasonable diligence in protecting proprietary data/information that is received or generated in performance of this Contract in accordance with this clause and any other clause of this Contract pertaining to the nondisclosure of information. The Contractor further agrees that neither it nor its subcontractors will willfully disclose proprietary data/information that is received or generated in the performance of this Contract without the prior permission of the Contracting Officer, and that proprietary information shall not be duplicated, used or disclosed, in whole or part, for any purpose other than to accomplish the work required by the Contract.

g. The Contractor and its Subcontractors at all levels shall inform their employees that they are required to comply with the applicable requirements and restrictions contained in: restrictive markings applicable to data/information that they receive or generate in the performance of this Contract; FAR Subpart 9.5 pertaining to actual or potential OCIs; FAR 3.104 pertaining to requirements and restrictions under the Procurement Integrity Act; and, Defense FAR Supplement (DFARS) 252.204-7000 pertaining to “Disclosure of Information.”

h. The Contractor agrees to enter into written agreements with all companies whose proprietary data it shall have access to and to protect such data from unauthorized use or disclosure as long as it remains proprietary. The Contractor shall furnish to the Contracting Officer copies of these written agreements. The Contractor agrees to protect the proprietary data and rights of other organizations disclosed to the Contractor during performance of this Contract with the same caution that a reasonably prudent Contractor would use to safeguard its own highly valuable property. The Contractor agrees to refrain from using proprietary information for any purpose other than that for which it was furnished.

i. The Contractor shall not distribute reports, data or information of any nature received or arising from its performance under this Contract, except as provided by this Contract or as may be directed by the Contracting Officer.

j. The Contractor agrees that if in the performance of this Contract it discovers a potential OCI, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall include a description of the actions the Contractor has taken, or proposes to take, to avoid or mitigate such conflicts.

#### **H-15 SPECIAL CONTRACT REQUIREMENT REGARDING NON-DISCLOSURE OF INFORMATION**

Data includes all data, information and software, regardless of the medium (e.g. electronic or paper) and/or format in which the data exists, and includes data which is derived from, based on, incorporates, includes or refers to such data. In the course of performing this Contract, the Contractor may be or may have been given access to: Source Selection Information [as defined in Federal Acquisition Regulation (FAR) 3.104]; data that has been assigned (or data that is generated by the Contractor that should be assigned) a contractually required or other Government distribution control (such as a Distribution Statement prescribed in DoD Directive 5230.24); and/or data that has been given a restrictive legend by the source of the data such as “business sensitive,” “proprietary,” “confidential,” or word(s) with similar meaning that impose limits on the use and distribution of the data (see for example FAR 52.215-1(e)). All such data with limitations on use and distribution are collectively referred to herein as “protected data.”

This Special Contract Requirement supplements and implements Defense FAR Supplement (DFARS) 252.204-7000,



“DISCLOSURE OF INFORMATION.” As a condition to receiving access to protected data, the Contractor shall: (1) prior to having access to protected data, obtain the agreement of the source of the protected data to permit access by the Contractor to such protected data; (2) use the protected data solely for the purpose of performing duties under this Contract unless otherwise permitted by the source of the protected data; (3) not disclose, release, reproduce or otherwise provide or make available the protected data, or any portion thereof, to any employee of the Contractor unless and until such employee has been informed of the restrictions on use and distribution of the protected data and agreed in writing to conform with the applicable restrictions; (4) not disclose, release, reproduce or otherwise provide or make available the protected data, or any portion thereof, to any non-Government person or entity (including, but not limited to, affiliates, subcontractors, successors and assignees of the Contractor), unless the Contracting Officer and the source of the protected data have given prior written approval (which shall be conditioned upon the person receiving the protected data having been informed of the restrictions on use and distribution of the protected data and having agreed in writing to conform with the applicable restrictions; (5) establish and execute safeguards to prevent the unauthorized use or distribution of protected data.

Any unauthorized use, disclosure or release of protected data may result in substantial criminal, civil and/or administrative penalties to the Contractor or to the individual who violates a restriction on use or distribution of protected data. Any agreement with another company regarding access to that company’s protected data shall not create any limitation on the Government or its employees with regard to such data. A copy of each executed company and individual non-disclosure agreement relating to this Contract shall be provided to the Contracting Officer’s Representative (COR).

Appropriate restrictive legends will be included by the Contractor on any copies and reproductions made of all or any part of the protected data and any data that is derived from, based upon, incorporates, includes or refers to the protected data. When the Contractor’s need for such protected data ends, the protected data shall be returned promptly to the source of the protected data with notice to the COR. However, the obligation not to use, disclose, release, reproduce or otherwise provide or make available such protected data, or any portion thereof, shall continue, even after completion of the Contract, for so long as required by the terms of any agreement pertaining to the protected data between the Contractor and the source of the protected data, or (in the case of Government information) for so long as required by applicable law and regulation. Any actual or suspected unauthorized use, disclosure, release, or reproduction of protected data or violation of this agreement, of which the company or any employee is or may become aware, shall be reported promptly (within one business day after discovery and confirmation) to the Contracting Officer’s Representative (COR).

## **I-1 FAR 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

Also, the full text of a clause may be accessed electronically at this/these address:

<http://farsite.hill.af.mil/farsites.html>

### **I-1.1 FEDERAL ACQUISITION REGULATION CLAUSES APPLICABLE TO ALL ORDERS**

<b><u>FAR CLAUSE</u></b>	<b><u>TITLE</u></b>
52.202-1	Definitions (JAN 2012)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions On Subcontractor Sales To The Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (Oct 2010)
52-203-8	Cancellation, Rescission, And Recovery Of Funds For Illegal Or Improper Activity (JAN 1997)
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity (JAN 1997)
52.203-12	Limitation On Payments To Influence Certain Federal Transactions (OCT 2010)
52.203-13	Contractor Code Of Business Ethics And Conduct (APR 2010)
52.203-14	Display of Hotline Poster(s) (DEC 2007)
52.204-2	Security Requirements (AUG 1996)
52.204-4	Printed Or Copied Double-Sided On Recycled Paper (MAY 2011)
52.204-7	Central Contractor Registration (DEC 2012)
52.204-9	Personal Identity Verification Of Contractor Personnel (JAN 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012)
52.209-6	Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (DEC 2010)
52.209-9	Updates of Information Regarding Responsibility Matters (FEB 2012)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012)
52.210-1	Market Research (APR 2011)
52.211-15	Defense Priority And Allocation Requirements (APR 2008)
52.215-2	Audit And Records-Negotiation (OCT 2010)
52.215-8	Order Of Precedence - Uniform Contract Format (OCT 1997)
52.215-10	Price Reduction For Defective Cost Or Pricing Data (AUG 2011)
52.215-11	Price Reduction For Defective Cost Or Pricing Data - Modifications (AUG 2011)
52.215-12	Subcontractor Cost Or Pricing Data (OCT 2010)
52.215-13	Subcontractor Cost Or Pricing Data Modifications (OCT 2010)
52.215-14	Integrity Of Unit Prices (OCT 2010)
52.215-15	Pension Adjustments And Asset Reversions (OCT 2010)
52.215-17	Waiver Of Facilities Capital Cost Of Money (OCT 1997) (will be included if the successful Offeror does not propose facilities capital cost of money)
52.215-18	Reversion Or Adjustment Of Plans For Post-Retirement Benefits (PRB) Other Than Pensions (JUL 2005)
52.215-19	Notification Of Ownership Changes (OCT 1997)
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications Alternate IV (OCT 2010)
52.215-22	Limitations On Pass-Through Charges--Identification Of Subcontract Effort (OCT 2009)
52.215-23	Limitations on Pass-Through Charges. (OCT 2009)
52.219-6	Notice Of Total Small-Business Set-Aside (NOV 2011)
52.219-8	Utilization Of Small Business Concerns (JAN 2011)
52.219-14	Limitations On Subcontracting (NOV 2011)

**PART II - CONTRACT CLAUSES**  
**SECTION I**  
**CONTRACT CLAUSES**

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52.222-3	Convict Labor (JUN 2003)
52.222-4	Contract Work Hours And Safety Standards Act-Overtime Compensation (JUL 2005) (Applies only to SCA Covered Positions)
52.222-17	Nondisplacement of Qualified Workers (JAN 2013)
52.222-19	Child Labor – Cooperation With Authorities And Remedies (MAR 2012)
52.222-21	Prohibition Of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (MAR 2007)
52.222-35	Equal Opportunity For Veterans (SEP 2010)
52.222-36	Affirmative Action For Workers With Disabilities (OCT 2010)
52.222-37	Employment Reports On Veterans (SEP 2010)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
52.222-41	Service Contract Act of 1965 (NOV 2007) (Applies only to SCA Covered Positions)
52.222-44	Fair Labor Standards Act and Service Contract Act -- Price Adjustment (SEP 2009)
52.222-50	Combating Trafficking In Persons (FEB 2009)
52.222-54	Employment Eligibility Verification (JUL 2012)
52.223-3	Hazardous Material Identification And Material Safety Data (JAN 1997)
52.223-5	Pollution Prevention And Right-To-Know Information (MAY 2011)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-10	Waste Reduction Program (MAY 2011)
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (MAY 2008)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
52.225-13	Restrictions On Certain Foreign Purchases (JUN 2008)
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States (Mar 2008)
52.227-1	Authorization And Consent (DEC 2007)- Alternate I (DEC 2007)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC. 2007)
52.227-10	Filing of Patent Applications – Classified Subject Matter (DEC 2007)
52.227-11	Patent Rights -- Ownership by the Contractor (DEC 2007)
52.227-14	Rights in Data – General (DEC 2007)
52.227-16	Additional Data Requirements (JAN 1987)
52.227-21	Technical Data Declaration, Revision, and Withholding of Payment – Major Systems (DEC 2007)
52.228-3	Workers’ Compensation Insurance (Defense Base Act) (APR 1984)(Only Applicable to Task Orders requiring performance in Iraq or Afghanistan)
52.232-9	Limitation on Withholding of Payments (APR 1984)
52.232-17	Interest (OCT 2010)
52.232-23	Assignment Of Claims (JAN 1986) Alternate I (APR 1984)
52.232-25	Prompt Payment (OCT 2008) Alternate I (FEB 2002)
52.232-33	Payment By Electronic Funds Transfer-Central Contractor Registration (OCT 2003)
52.233-1	Disputes (JUL 2002) - Alternate I (DEC 1991)
52.233-3	Protest After Award (AUG 1996)
52.233-4	Applicable Law For Breach Of Contract Claim (OCT 2004)
52.237-2	Protection Of Government Buildings, Equipment And Vegetation (APR 1984)
52.237-3	Continuity Of Services (JAN 1991)
52.242-13	Bankruptcy (JUL 1995)
52.243-7	Notification of Changes (APR 1984)
52.244-6	Subcontracts For Commercial Items (DEC 2010)Alternate I (Jun 2010)
52.245-1	Government Property (APR 2012)
52.245-9	Use And Charges (APR 2012)
52.246-23	Limitation Of Liability (FEB 1997) [Applicable to TOs for not high value TOs]
52.246-24	Limitation of Liability -- High-Value Items (FEB 1997) with Alternate I (APR 1984) [Applicable to high value TO]

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52.246-25	Limitation Of Liability - Services (FEB 1997)
52.247-1	Commercial Bill Of Lading Notations (FEB 2006)
52.247-63	Preference For U. S. Flag Air Carriers (JUN 2003)
52.251-1	Government Supply Sources (APR 2012)
52.252-6	Authorized Deviations in Clauses (APR 1984)(fill in Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2))

**CLAUSES THAT APPLY TO COST REIMBURSEMENT ORDERS ONLY**

<b><u>FARS CLAUSE</u></b>	<b><u>TITLE</u></b>
52.216-7	Allowable Cost And Payment (JUN 2011) (fill in 30th)
52.216-8	Fixed-Fee (JUN 2011)
52.222-2	Payment For Overtime Premiums (JUL 1990) -The Use Of Overtime Is Authorized Under This Contract If The Overtime Premium Does Not Exceed "0"
52.228-7	Insurance - Liability To Third Persons (MAR 1996)
52.232-20	Limitation Of Cost (APR 1984) (Applicable when the task order is fully funded)
52.232-22	Limitation of Funds (APR 1984) (Applicable when the task order is not fully funded)
52.242-1	Notice Of Intent To Disallow Costs (APR 1984)
52.242-3	Penalties For Unallowable Costs (MAY 2001)
52.242-4	Certification of Final Indirect Costs (JAN 1997)
52.243-2	Changes - Cost-Reimbursement (AUG 1987) - Alternate II (APR 1984)
52.244-2	Subcontracts (OCT 2010) - Alternate I (JUN 2007)
52.244-5	Competition In Subcontracting (DEC 1996)
52.249-6	Termination (Cost-Reimbursement) (MAY 2004)
52.249-14	Excusable Delays (APR 1984)

**CLAUSES THAT APPLY TO FIXED PRICE ORDERS ONLY**

<b><u>FARS CLAUSE</u></b>	<b><u>TITLE</u></b>
52.228-5	Insurance – Work on a Government Installation (JAN 1997)
52.232-2	Payments under Fixed-Price Research and Development Contracts (APR 1984)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-11	Extras (APR 1984)
52.243-1	Changes – Fixed Price (AUG 1987) – Alternate V (APR 1984)
52.249-4	Termination for Convenience of the Government (Services) (Short Form) (Apr 1984)
52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)

**I-1.2 DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION CLAUSES APPLICABLE TO ALL ORDERS**

<b><u>DFARS CLAUSE</u></b>	<b><u>TITLE</u></b>
252.201-7000	Contracting Officer's Representative (DEC 1991)
252.203-7000	Requirements Relating to Compensation of Former DOD Officials (SEP 2011)
252.203-7001	Prohibition On Persons Convicted Of Fraud Or Other Defense Contract Related Felonies (DEC 2008)
252.203-7002	Requirement To Inform Employees Of Whistleblower Rights (JAN 2009)
252.203-7003	Agency Office of the Inspector General (DEC 2012)
252.203-7004	Display of Fraud Hotline Poster(s) (DEC 2012)
252.204-7000	Disclosure Of Information (DEC 1991)
252.204-7003	Control Of Government Personnel Work Product (APR 1992)
252.204-7004	Alternate A System for Award Management (MAY 2013)
252.204-7005	Oral Attestation Of Security Responsibilities (NOV 2001)
252.204-7006	Billing Instructions (OCT 2005)

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252.204-7008	Export-Controlled Items. (Apr 2010)
252.205-7000	Provision Of Information To Cooperative Agreement Holders (DEC 1991)
252.208-7000	Intent to Furnish Precious Metals as Government-Furnished Materials (DEC 1991)
252.209-7004	Subcontracting With Firms That Are Owned Or Controlled By The Government Of A Terrorist Country (DEC 2006)
252.211-7003	Item Identification And Valuation (JUN 2011) (fill in none in (c)(1)(ii) and (c)(1)(iii)) )
252.211-7007	Reporting of Government-Property (AUG 2012)
252.211-7008	Use of Government-Assigned Serial Numbers (SEP 2010)
252.215-7000	Pricing Adjustments (DEC 2012)
252.215-7002	Cost-Estimating System Requirements (DEC 2012)
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements (DEC 2010)
252.223-7004	Drug-Free Work Force (SEP 1988)
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials (APR 2012)
252.225-7001	Buy American Act And Balance Of Payments Program (DEC 2012)
252.225-7002	Qualifying Country Sources As Subcontractors (DEC 2012)
252.225-7004	Report Of Intended Performance Outside The United States And Canada-Submission After Award (OCT 2010)
252.225-7006	Quarterly Reporting Of Actual Contract Performance Outside The United States (OCT 2010)
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (SEP 2006)
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (MAR 2013)
252.225-7012	Preference For Certain Domestic Commodities (FEB 2013)
252.225-7039	Contractors Performing Private Security Functions (JUN 2012) (Only Applicable to Task Orders requiring performance areas of incountry operations)
252.225-7043	Antiterrorism/Force Protection Policy For Defense Contractors Outside The United States (MAR 2006) (Fill-In: Naval Criminal Investigative Service (NCIS), Code 24, telephone, DSN 228-9113 or commercial (202)433-9113)
252.227-7013	Rights in Technical Data Noncommercial Items (FEB 2012)
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Software Documentation (FEB 2012)
252.227-7015	Technical Data—Commercial Items (DEC 2011)
252.227-7016	Rights in Bid or Proposal Information (JAN 2011)
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (MAR 2011)
252.227-7037	Validation of Restrictive Markings on Technical Data (JUN 2012)
252.227-7039	Patents—Reporting of Subject Inventions (APR 1990)
252.231-7000	Supplemental Cost Principles (DEC 1991)
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports (JUN 2012)
252.232-7010	Levies On Contract Payments (DEC 2006)
252.234-7002	Earned Value Management System (MAY 2011)
252.235-7010	Acknowledgement of Support and Disclaimer (MAY 1995)
252.235-7011	Final Scientific or Technical Report (NOV 2004)
252.242-7005	Contractor Business Systems (FEB 2012)
252.242-7006	Accounting System Administration (FEB 2012)
252.243-7002	Requests For Equitable Adjustment (DEC 2012)
252.244-7000	Subcontracts For Commercial Items And Commercial Components (DoD Contracts) (JUN 2012 )
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)
252.245-7002	Reporting Loss of Government Property (APR 2012)
252.245-7003	Contractor Property Management System Administration (APR 2012)

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252.245-7004	Reporting, Reutilization, and Disposal (MAY 2013)
252.246-7001	Warranty Of Data (DEC 1991)
252.246-7003	Notification Of Potential Safety Issues (JAN 2007)
252.247-7023	Transportation Of Supplies By Sea (MAY 2002)
252.251-7000	Ordering From Government Supply Sources (AUG 2012)

**CLAUSES THAT APPLY TO COST REIMBURSEMENT ORDERS ONLY**

<b><u>DFARS CLAUSE</u></b>	<b><u>TITLE</u></b>
252.244-7001	Contractor Purchasing System Administration (JUN 2012)

**CLAUSES THAT APPLY TO FIXED PRICE ORDERS ONLY**

<b><u>DFARS CLAUSE</u></b>	<b><u>TITLE</u></b>
252.232-7007	Limitation of Government's Obligation (MAY 2006)
252.243-7001	Pricing of Contract Modifications (DEC 1991)

**I-2 FAR CLAUSES INCORPORATED BY FULL TEXT APPLICABLE TO ALL ORDERS**

**52.216-19 ORDER LIMITATIONS (OCT 1995)**

a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$50,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor --

(1) Any order for a single item in excess of \$47,000,000

(2) Any order for a combination of items in excess of \$47,000,000; or

(3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

**52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause.

The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 September 2017.

(End of Clause)

#### **52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2012)**

(a) Definitions. As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by

paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ☐ is, ☐ is not a small business concern under NAICS Code 541712 assigned to solicitation number N00173-13-R-RV01.

Signature:

Authorized Name and Title:

\_\_\_\_\_  
\_\_\_\_\_  
[Contractor to sign and date and insert authorized signer's name and title].

(End of Clause)

#### **52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)**

(a) Definitions. "Ozone-depleting substance", as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as –

Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

#### **WARNING**

Contains (or manufactured with, if applicable) \_\_\_\_\* a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).

(End of Clause)

#### **I-3 DFARS CLAUSES INCORPORATED BY FULL TEXT APPLICABLE TO ALL ORDERS UNLESS OTHERWISE STATED**

#### **252.216-7006 – ORDERING (MAY 2011)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from 01 September 2013 through 30 August 2016.



(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered “issued” when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered “issued” when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

**252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (FEB 2013) with DEVIATION 2011-O0004 (APR 25, 2011) (Only Applicable to Task Orders that require Contractors to Deploy to Iraq or Afghanistan)**

(a) *Definitions.* As used in this clause—

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

“Designated operational area” means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

“Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

“Subordinate joint force commander” means a sub-unified commander or joint task force commander.

(b) *General.*

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in—

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or military exercises, when designated by the Combatant Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

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(i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in their contract or with their job description and terms of employment.

(iii) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by Contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.*

(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

(iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(4) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or

within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

*(d) Compliance with laws and regulations.*

(1) The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that Contractor employees accompanying U.S. Armed Forces are aware—

(i) Of the DoD definition of “sexual assault” in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That many of the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause); and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the Contractor employees (see paragraph (h)(1) of this clause).

*(e) Pre-deployment requirements.*

(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel authorized to accompany U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(i) All required security and background checks are complete and acceptable.

(ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

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(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(v) All personnel have received personal security training. At a minimum, the training shall—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States. The basic training will be provided through—

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, *et seq.*);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(f) *Processing and departure points.* Deployed Contractor personnel shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of

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Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) *Personnel data.*

(1) The Contractor shall enter before deployment and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain the data.

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(h) *Contractor personnel.*

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall—

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(3) Contractor personnel shall report to the Combatant Commander or a designee, or through other channels such as the military police, a judge advocate, or an inspector general, any suspected or alleged conduct for which there is credible information that such conduct—

(i) Constitutes violation of the law of war; or

(ii) Occurred during any other military operations and would constitute a violation of the law of war if it occurred during an armed conflict.

(i) *Military clothing and protective equipment.*

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(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) *Weapons.*

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons—

(i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The *[Contracting Officer to specify the appropriate individual, e.g., Contracting Officer's Representative, Regional Security Officer]* may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

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(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) *Purchase of scarce goods and services.* If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) *Evacuation.*

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) *Next of kin notification and personnel recovery.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) *Mortuary affairs.* Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in—

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or military exercises, when designated by the Combatant Commander.

(End of Clause)

**252.225-7993 - PROHIBITION ON CONTRACTING WITH THE ENEMY IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-O0005)(JAN 2012) (Only Applicable to Task Orders Requiring Performance in support of Operation Enduring Freedom)**

(a) The Contractor is required to exercise due diligence to ensure that none of the funds received under this contract are provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

(b) The Head of the Contracting Activity (HCA) has the authority to—

(1) Terminate this contract for default, in whole or in part, if the HCA determines in writing that the Contractor failed to exercise due diligence as required by paragraph (a) of this clause; or

(2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this Contract have been provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

(End of clause)

**252.225-7994 - ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-O0005) (JAN 2012) (Only Applicable to Task Orders Requiring Performance in support of Operation Enduring Freedom)**

(a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this Contract are not—

(1) Subject to extortion or corruption; or

(2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this Contract that have an estimated value over \$100,000.

(End of clause)

**252.225-7997 ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RELATING TO ALLEGED CRIMES BY OR AGAINST CONTRACTOR PERSONNEL IN IRAQ AND AFGHANISTAN (DEVIATION 2010-O0014) (AUG 2010) (Only Applicable to Task Orders Requiring Performance in Iraq or Afghanistan)**

The Contractor shall report to the appropriate investigative authorities, identified in paragraph (c) below, any alleged offenses under—

The Uniform Code of Military Justice (chapter 47 of title 10, United States code) (applicable to Contractors serving with or accompanying an armed force in the field during a declared war or a contingency operation); or

The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).



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The Contractor shall provide to all Contractor personnel who will perform work on a contract in Iraq or Afghanistan, before beginning such work, information on the following:

How and where to report an alleged crime described in paragraph (a) of this clause.

Where to seek victim and witness protection and assistance available to Contractor personnel in connection with an alleged offense described in paragraph (a) of this clause.

The appropriate investigative authorities to which suspected crimes shall be reported include the following officials—

US Army Criminal Investigations Division at <http://www.cid.army.mil/reportacrime.html>;

Air Force Office of Special Investigations at  
<http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;

Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>; or

To the command of any supported military element or the command of any base.

Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at (800) 424-9098 or [www.dodig.mil/HOTLINE/index.html](http://www.dodig.mil/HOTLINE/index.html). Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(End of Clause)

**252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012) (Only Applicable to Task Orders Requiring Performance in Iraq or Afghanistan)**

(a) *Definitions.* As used in this clause—

(1) “Contract financing payment” and “invoice payment” have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) “Electronic form” means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) “Payment request” means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) “Receiving report” means the data required by the clause at [252.246-7000](#), Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

- (1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;
- (2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);
- (3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or
- (4) When the Government-wide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.
- (d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.
- (e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

**I-4 CENTCOM LOCAL CLAUSES INCORPORATED BY FULL TEXT (Only Applicable to Task Orders Requiring Performance in the CENTCOM AOR)**

**952.222-0001 PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (AUG 2011)**

- (a) All Contractors ("Contractors" refers to both prime Contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported Government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person.
- (b) Contractors are also required to comply with the following provisions:
  - (1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.
  - (2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee's native language that defines the terms of their employment/compensation.
  - (3) Contractors shall not utilize unlicensed recruiting firms or firms that charge illegal recruiting fees.
  - (4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon Contractor's written request, Contracting Officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the Contracting Officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.

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(5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government's Quality Assurance process.

(6) Contractors shall comply with International and Host Nation laws regarding transit/exit/entry procedures and the requirements for visas and work permits.

(c) Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that Contracting Officers and/or their representatives will conduct random checks to ensure Contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

(d) The Contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

(End of Clause)

**952.223-0001 REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (AUG 2011)**

Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur.

Report the following information:

Contract Number

Contract Description & Location

Company Name

**Reporting party:**

Name

Phone number

e-mail address

**Victim:**

Name

Gender (Male/Female)

Age

Nationality

Country of permanent residence

**Incident:**

Description

Location

Date and time

Other Pertinent Information

(End of Clause)

**952.225-0001 ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION (DEC 2011)**

(a) **General.** Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including U.S. CENTCOM, Office of Security Cooperation-Iraq (OSC-I) and United States Forces - Afghanistan (USFOR-A) Commander orders, instructions, policies and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:

- (1) DODI 3020.50, *Private Security Contractors (PSCs) Operating in Contingency Operations*;
- (2) DODI 3020.41, *Operational Contract Support*
- (3) DODI 5210.56, *Carrying of Firearms and the Use of Force by DoD Personnel Engaged in Security, Law and Order, or Counterintelligence Activities*;
- (4) DFARS 252.225-7039, *Contractors Performing Private Security Functions*;
- (5) DFARS 252.225-7040, *Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States*;
- (6) Class Deviation 2011-O0004, *Contractor Personnel in the United States Central Command Area of Responsibility* (DFARS 252.225-7995);
- (7) USFOR-A, FRAGO 11-128, *Outlines Management of Armed Contractors and Private Security Companies Operating in the Combined Joint Operations Area - Afghanistan (CJOA-A)*;
- (8) OSC-I OPORD 11-01, Annex C, Appendix 20;
- (9) U.S. CENTCOM Policy and Delegation of Authority for Personal Protection and Contract Security Service Arming of DoD Civilian Personnel, dated 18 Jan 2011;
- (10) Office of Security Cooperation-Iraq (OSC-I) Policy Memorandum #14 – Civilian Arming Program (CAP), dated 23 November 2011;

(b) **Required Contractor Documentation.** Contractors and their subcontractors at all tiers that require arming approval shall provide to the arming approval authority via the COR consistent documentation (signed and dated by the employee and employer as applicable) for each of their employees who will seek authorization to be armed under the contract as follows:

- (1) **Weapons Qualification/Familiarization.** All employees must meet the weapons qualification requirements on the requested weapon(s) established by any DoD or other U.S. Government agency, Law of Armed Conflict (LOAC); Rules for the Use of Force (RUF), as defined in the U.S. CENTCOM Policy, dated 23 December 2005; and distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.
- (2) Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.
- (3) Written acknowledgement by the individual of the fulfillment of training responsibilities and the conditions for the authorization to carry firearms. This document includes the acknowledgement of the distinctions between the ROE applicable to military forces and RUF that control the use of weapons by DoD civilians, DoD Contractors and PSCs.

(4) Written acknowledgement signed by both the armed employee and by a representative of the employing company that use of weapons could subject both the individual and company to U.S. and host nation prosecution and civil liability.

(5) A copy of the contract between the Contractor's company and the U.S. Government that verifies the individual's employment and addresses the need to be armed.

(6) One (1) copy of a business license from the Iraqi or Afghani Ministry of Trade or Interior.

(7) One (1) copy of a license to operate as a PSC (or a temporary operating license) from the Ministry of Interior.

(c) **Communication Plan.** The Contractor will submit to the COR a communications plan that, at a minimum, sets forth the following:

(1) The Contractor's method of notifying the OSC-I Base Defense Operations Center (BDOC) (Iraq) and military forces (Afghanistan) requesting assistance where hostilities arise, combat action is needed, or serious incidents have been observed.

(2) How relevant threat information will be shared between Contractor security personnel and U.S. military forces.

(3) How the Contractor will coordinate transportation with appropriate OSC-I or USFOR-A authorities.

(d) **Plan for Accomplishing Employee Vetting.** The Contractor will submit to the COR an acceptable plan for vetting all Contractor and subcontractor local national and third country national employees. The Contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan):

(1) Local Nationals: Perform Local and National Agency background checks in accordance with Host Nation Government policies and protocols.

(2) Use one or more of the following sources when conducting the background checks on Third Country Nationals: Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, or CIA records.

(3) All local nationals and third country nationals will voluntarily submit to full biometric enrollment in accordance with theater biometric policies prior to submitting arming requests. All local nationals and third country nationals will voluntarily submit to routine biometric screening in accordance with local installation policies and procedures. The Contractor will immediately notify the COR, local installation Force Protection agency, and the theater arming approval authority of any individuals who are revealed as potential security risks during biometric processing.

(4) The Contractor shall provide to the COR official written certification of candidate(s) suitability for employment. This certification may address multiple employees on a single certification but must clearly state each employee was vetted in accordance with the Contractor's plan for accomplishing employee vetting.

(e) **Penalties for Non-Compliance.** Failure of Contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force, training, arming authorization, and incident reporting requirements may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the Contractor (or subcontractor) and sanctions under the contract, including termination.

(f) **Criminal and Civil Liability.** Arming of Contractor or subcontractor employees under this contract may subject the Contractor, its subcontractors, and persons employed by the same to the civil and criminal jurisdiction of the U.S. and Host Nation. "Host Nation" refers to the nation or nations where services under this contract are performed. Additionally, the arming authority's authorization letter is valid for a maximum of twelve (12) months from the date of the prior letter (unless authorization is earlier invalidated by a lapse in training).(Afghanistan only)

(g) **Lapses in Training or Authorization.** Failure to successfully retrain an employee who has been properly authorized to be armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon and authorization letter to the Contractor and will remain unarmed until such time as they are retrained and newly approved by the arming authority.

(h) **Authorized Weapon & Ammunition Types.** Unless the BDOC for Iraq or the Deputy Commander of USCENTCOM (DCDRUSCENTCOM) (or a designee) for Afghanistan expressly provides otherwise, all arming requests and authorizations for Contractor or subcontractor employees under this contract shall be limited to U.S. Government-approved weapons and ammunition. Notwithstanding Host Nation laws or regulations that would allow use of heavier weapons by contract security/PSC, all DoD security service / PSC Contractors must have weapons approved by the RSO or DCDRUSCENTCOM (or a designee) before use. This restriction applies to all weapons in the possession of Contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the arming authority for use in Iraq and Afghanistan:

(1) The M9, M4, M16, or equivalent (equivalency determination by the appropriate arming authority).

(2) The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.

(3) Standard authorized weapons are selectable fire semi-automatic weapons only. All Non-U.S. and Non-standard weapons must be submitted to the theater arming authority for review and approval. Non-standard weapons are classified as any machine gun, belt-fed or crew served weapon or any weapon utilizing ammunition greater than 7.62mm X 51mm NATO. Contractors must also provide scorecards and criteria for qualification appropriate to the Non-standard weapon's caliber.

(4) U.S. Government Ball ammunition is the standard approved ammunition.

(i) **Requirements for Individual Weapons Possession.** All employees of the Contractor and its subcontractors at all tiers who are authorized to be armed under this contract must:

(1) Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (b) and subsequently authorized to carry.

(2) Carry weapons only when on duty or at a specific post (according to their authorization).

(3) Not conceal any weapons, unless specifically authorized.

(4) Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer.

(5) IAW USCENTCOM G.O. #1, consumption of alcohol or use of any intoxicating substances which may impair judgment, medication or otherwise in Afghanistan is prohibited.

(6) Employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period when they will be armed. There are no circumstances under which a person will be authorized to consume any alcoholic beverage or use any judgment impairing substance when armed for personal protection.

(j) **Weapons/Equipment Restrictions and Responsibilities.** Unless otherwise provided, the U.S. Government will not provide any weapons or ammunition to Contractors, their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The Contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of their duties.

(k) **Rules for the Use of Force (RUF).** In addition to the RUF and ROE training referenced in paragraph (b), the Contractor and its subcontractors at all tiers will monitor and report all activities of its armed employees that may violate the RUF and/or otherwise trigger reporting requirements as serious incidents. Prompt reporting demonstrates a desire by the Contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration. Violations of the RUF include, though are not limited to:

- (1) Failing to cooperate with Coalition and Host Nation forces.
- (2) Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm.
- (3) Failing to use a graduated force approach.
- (4) Failing to treat the local civilians with humanity or respect.
- (5) Detaining local civilians, other than in self-defense or as reflected in the contract terms.

(l) **Retention and Review of Records.** The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF and the screening of employees for at least six (6) months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the Contracting Officer or designated representative, at no additional cost to the Government, within 72 hours of a request.

(m) **Contractor Vehicles.** Vehicles used by Contractor and subcontractor personnel in the course of their security duties shall not be painted or marked to resemble U.S./Coalition or host nation military and police force vehicles.

(n) **Monthly Reporting.** The prime Contractor will report monthly arming status to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer in accordance with theater policy and the timelines defined in the Performance Work Statement.

(End of Clause)

#### **952.225-0002 ARMED PERSONNEL INCIDENT REPORTS (DEC 2011)**

(a) All Contractors and subcontractors in the Iraq or United States Forces-Afghanistan (USFOR-A) theater of operations shall comply with and shall ensure that their personnel supporting the Office of Security Cooperation-Iraq (OSC-I) or USFOR-A personnel or forces are familiar with and comply with all applicable orders, directives, and instructions issued by the respective OSC-I or USFOR-A Commanders relating to force protection and safety.

(b) **IRAQ:** Contractors shall provide an initial report of all weapons firing incidents or any other serious incidents they or their Contractors are involved in to nearest OSC-I Base Defense Operations Center (BDOC) (listed below) as soon as practical, but not later than 4 hours after the incident. The Contractor and its subcontractors at all tiers shall submit a written report to the BDOC, the Contracting Officer (KO) within 96 hours of the incident. Interim reports shall be submitted between the initial and final report should also be sent to the OSC-I JOC: DLOSC-ICHOPS@iraq.centcom.mil or SVOIP 708-243-2483.

- Umm Qasr 708-241-5490
- Besmaya 708-242-0012/0014
- Taji 708-242-6775/6205
- Union III 708-243-2377

- Tikrit 709-242-1002
- Kirkuk 708-242-2203

(c) **AFGHANISTAN:** In the event a weapon firing incident or any other serious incident, Contractors shall prepare and submit an initial incident report as soon as feasible, but not later than 4 hours from the beginning of the incident, to the Contracting Officer (KO), Contracting Officer's Representative (COR), USFOR-A ACOD, and USFOR-A J3 Situational Awareness Room (SAR). Additionally, the Contractor and its subcontractors at all tiers shall submit a written report to the above personnel within 96 hours of the incident. Information shall include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. Contractors and anyone re-transmitting the report shall make reasonable efforts to transmit incident reports via secured means (SIPRnet or CENTRIX) when the incident report includes operationally sensitive information.

(d) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event Contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by Contractor personnel possessing on their person information that includes the Contractor's name, the contract number, a Contractor management POC, and the phone number of the CONOC/SAR Watch. Contractor and subcontractor personnel shall carry their Letter of Authorization (LOA) on their person at all times.

(End of Clause)

**952.225-0003 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (AFGHANISTAN) (DEC 2011)**

(a) The Contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. Contractor personnel who deploy for multiple tours, for more than 12 months total must be re-evaluated for fitness to deploy. An examination will remain valid for 15 months from the date of the physical. The Contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The Contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(b) The Contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (i.e. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protective's and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI  $\geq$  40%); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset ( $< 1$  year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis ( $< 1$  year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as



external fixator placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 10 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(c) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD Federal Acquisition Regulation Supplement (DFARS) PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

(d) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

(e) Notwithstanding any other provision of the contract, the Contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: <http://comptroller.defense.gov/rates/fy2012.html> (change fiscal year as applicable).

(End of Clause)

#### **952.225-0004 COMPLIANCE WITH LAWS AND REGULATIONS (DEC 2011)**

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and US Central Command orders and directives as applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps or Chief of Mission operations and fragmentary orders, instructions, policies and directives.

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault.

(1) Afghanistan – Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

(2) Iraq – Contractor employees are not subject to General Order 1. Contractor employees will follow the policies or directives of the Office of Security Cooperation-Iraq (OSC-I) Installation Managers or Chief of Mission policies and directives regarding consumption of alcohol or any prohibited items for sites that they are assigned.

(c) Contractor employees may be ordered removed from the US Embassy, Chief of Mission sites, OSC-I sites, secure military installations or the theater of operations by order of the Chief of Mission (Iraq) or senior military commander of the battle space (Afghanistan) for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its Contractor employee.

(d) Contractor employees performing in Iraq or the USCENTCOM Area of Responsibility (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in Iraq or the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

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(e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement in Iraq or within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(f) Contractors shall immediately notify the BDOC (Iraq) or military law enforcement (Afghanistan) and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the Chief of Mission (Iraq) or the senior U.S. commander (Afghanistan).

(End of Clause)

**952.225-0005 MONTHLY CONTRACTOR CENSUS REPORTING (AUG 2011)**

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25<sup>th</sup> day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Pre-deployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2011-O0004.

(End of Clause)

**952.225-0006 – CONTRACT DELIVERY REQUIREMENTS (AUG 2011)**

**REQUIRED DELIVERY DATE:** \_\_\_\_\_

**CONTRACTOR DELIVERY LOCATION:** \_\_\_\_\_

**POINT-OF-CONTACT RESPONSIBLE FOR INSPECTION & ACCEPTANCE:**

Name: \_\_\_\_\_

Phone No.: \_\_\_\_\_ email: \_\_\_\_\_

**FINAL DELIVERY DESTINATION:** \_\_\_\_\_

**POINT-OF-CONTACT AT FINAL DESTINATION:** \_\_\_\_\_

Name: \_\_\_\_\_

Phone No.: \_\_\_\_\_ email: \_\_\_\_\_

**REQUIRING ACTIVITY:** \_\_\_\_\_

(End of Clause)

**952.225-0009 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR) (DEC 2011)**

(a) Contractors and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National (TCN), and U.S. employees, working on bases have been screened for and do not currently have active tuberculosis (TB).

(1) Contractors may initially utilize a testing method of either a chest x-ray or TB skin test (TST), depending on the originating country of a contracted employee.

(i) Chest x-rays (CXR's), symptom survey, and Body Mass Index (BMI) shall be taken, and TSTs administered within 12 months prior to the start of deployment/employment. Contractors are required to bring in a physical copy of the pre-employment CXR film as it is the only way to verify interval changes should an active case of TB occur.

(A) Third Country Nationals (TCNs) and Local Nationals (LNs) cannot be screened with the TST. They need the pre-employment screening with a quality CXR, BMI and symptom survey.

(B) Small-Risk Nationals (SRNs), those with less than 25 TB cases per 100,000 persons annually (mostly expats from Europe and US), can be screened via the TST.

(ii) Annual re-screening for TCNs, and LNs will be performed with a CXR conducted by the Contractor's medical provider or local economy provider who will look for interval changes from prior CXR's and review any changes in the symptom survey.

(iii) SRN's do not require annual TB re-screening. However, for a TB contact investigation, a TST or Interferon Gamma Release Assay (IGRA) is required.

(iv) For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history, BMI, and CXR. All cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) physician and/or TB Consultant as soon as possible. TB reporting is required within 24 hours to the PM POC. Contact tracing, and medical coding have specific requirements. All Small-Risk National (SRN) contract personnel are required to be MEDEVAC'd out of theater, at the Contractor's expense, for treatment of active TB, after consultation with the Theater PM or TB Consultant. For SRN personnel, the Contractor is responsible for management and compliance with all prescribed public health actions.

(v) Screening may be performed either by a licensed medical provider from the local economy or by the Contractors' licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.

(2) TB screening and documentation is a requirement prior to receiving badges to work in the CENTCOM Area of Operations. A copy of the TB screening documentation shall be provided to the responsible Base Operations Center prior to issuance of base access badges.

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(b) Contractor employees, including subcontractors at any tier, who work in food service positions and/or water and ice production facilities, shall have current Typhoid and Hepatitis “A” (full series) immunizations in accordance with the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years), in addition to the required TB tests. The Contractor medical provider must complete a pre-placement examination to include a stool sample test for ova and parasites, and annual medical screening form or equivalent for food service, ice and water production workers.

(c) Proof of individual employee vaccinations shall be provided to the Contracting Officer and COR showing that their employees and their subcontractor employees at any tier have received the above vaccinations. The Contractor shall maintain their employees’ vaccination records for examination by the Contracting Officer. The Contractor shall ensure that their subcontractors at any tier maintain their respective employees’ vaccination records for examination by the Contracting Officer.

(d) The Contractor is responsible for management and compliance with all prescribed public health actions regarding TB in the contracted personnel. The Contractor also bears the responsibility of ensuring that adequate health management for TB (screening/diagnosis/treatment/isolation) is available at the Contractor’s chosen health care provider for their contracted and subcontracted personnel.

NOTE: Contractors are reminded of the requirement to comply with their contract and all regulatory guidance (DoD Instructions/Regulations, Federal Acquisition Regulation as Supplemented, and FRAGO’s) as applicable regarding Medical Screening and Vaccination Requirements.

(End of Clause)

**952.225-0011 GOVERNMENT FURNISHED CONTRACTOR SUPPORT (MAY 2012)**

The following is a summary of the type of support the Government will provide the Contractor, on an “as-available” basis. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence. These services are only provided at the following locations: (Contracting officer must enter the names of the operating locations of the contract that the requiring activity has properly coordinated with the respective Forward Operating Base (FOB) Mayor). When Contractor employees are in transit all checked blocks are considered authorized.

U.S. Citizens

☐ APO/FPO/MPO/DPO/Postal  
Services

☐ Authorized Weapon  
☐ Billeting  
☐ CAAF\*  
☐ Controlled Access Card (CAC)  
☐ Badge  
☐ Commissary  
☐ Dependents Authorized  
☐ Embassy Clinic–Afghanistan\*\*

☐ DFACs

☐ Excess Baggage  
☐ Fuel Authorized  
☐ Govt Furnished Meals  
☐ Military Banking  
☐ Military Clothing  
☐ Military Exchange  
☐ Embassy Housing, Meals\*\*  
☐ Embassy Air\*\*

☐ Mil Issue Equip

☐ MILAIR  
☐ MWR  
☐ Resuscitative Care  
☐ Transportation  
☐ All  
☐ None

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Third-Country National (TCN) Employees

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> N/A                          | <input type="checkbox"/> DFACs                | <input type="checkbox"/> Mil Issue Equip    |
| <input type="checkbox"/> Authorized Weapon            | <input type="checkbox"/> Excess Baggage       | <input type="checkbox"/> MILAIR             |
| <input type="checkbox"/> Billeting                    | <input type="checkbox"/> Fuel Authorized      | <input type="checkbox"/> MWR                |
| <input type="checkbox"/> CAAF*                        | <input type="checkbox"/> Govt Furnished Meals | <input type="checkbox"/> Resuscitative Care |
| <input type="checkbox"/> Controlled Access Card (CAC) | <input type="checkbox"/> Military Banking     | <input type="checkbox"/> Transportation     |
| <input type="checkbox"/> Badge                        | <input type="checkbox"/> Military Clothing    | <input type="checkbox"/> All                |
| <input type="checkbox"/> Commissary                   | <input type="checkbox"/> Military Exchange    | <input type="checkbox"/> None               |
| <input type="checkbox"/> Dependents Authorized        |   |   |

Local National (LN) Employees

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> N/A                          | <input type="checkbox"/> DFACs                | <input type="checkbox"/> Mil Issue Equip    |
| <input type="checkbox"/> Authorized Weapon            | <input type="checkbox"/> Excess Baggage       | <input type="checkbox"/> MILAIR             |
| <input type="checkbox"/> Billeting                    | <input type="checkbox"/> Fuel Authorized      | <input type="checkbox"/> MWR                |
| <input type="checkbox"/> CAAF*                        | <input type="checkbox"/> Govt Furnished Meals | <input type="checkbox"/> Resuscitative Care |
| <input type="checkbox"/> Controlled Access Card (CAC) | <input type="checkbox"/> Military Banking     | <input type="checkbox"/> Transportation     |
| <input type="checkbox"/> Badge                        | <input type="checkbox"/> Military Clothing    | <input type="checkbox"/> All                |
| <input type="checkbox"/> Commissary                   | <input type="checkbox"/> Military Exchange    | <input type="checkbox"/> None               |
| <input type="checkbox"/> Dependents Authorized        |   |   |

\* CAAF means Contractors Authorized to Accompany Forces.

\*\* Applies to US Embassy Life Support in Afghanistan

**SPECIAL NOTE – US Embassy Afghanistan Life Support:** The type and amount of support that the U.S. Embassy Mission in Kabul, Afghanistan, provides to Contractors, if any, must be coordinated in advance between the U.S. Mission and the contracting agency in accordance with Department of State Foreign Affairs Handbook, 2-FAH-2. Contractors are not authorized to deploy personnel requiring US Mission support prior to receiving clearance from the contracting officer.

(End of Clause)

**952.225-0013 CONTRACTOR HEALTH AND SAFETY (DEC 2011)**

(a) Contractors shall comply with National Electrical Code (NEC) 2008 for repairs and upgrades to existing construction and NEC 2011 standards shall apply for new construction, contract specifications, and MIL Standards/Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure.

(b) For existing employee living quarters the Contractor shall provide maintenance, conduct repairs, and perform upgrades in compliance with NEC 2008 standards. For new employee living quarters, the Contractor shall provide maintenance, conduct repairs, and make upgrades in compliance with NEC 2011 standards. The Government has the authority to enter and inspect Contractor employee living quarters at any time to ensure the prime Contractor is complying with safety compliance standards.

(c) The Contractor shall correct all deficiencies within a reasonable amount of time of becoming aware of the deficiency either by notice from the Government or a third party, or by self discovery of the deficiency by the Contractor. Further guidance can be found on:

UFC: [http://www.wbdg.org/ccb.browse\\_cat.php?o=29&c=4](http://www.wbdg.org/ccb.browse_cat.php?o=29&c=4)

NFPA 70: <http://www.nfpa.org>

NESC: <http://www.standards.ieee.org/nesc>

(End of Clause)

#### **952.225-0016 CONTRACTOR DEMOBILIZATION (AFGHANISTAN) (AUG 2011)**

(a) Full demobilization of Contractors and subcontractor(s) in the Afghanistan Combined Joint Operations Area (CJOA) is critical to responsible drawdown. The prime Contractor is required to submit a demobilization plan to the Contracting Officer a minimum of 120 days prior to the end of the contract performance period or when requested by the Contracting Officer. The demobilization plan shall address, as a minimum, the following procedures detailed below. The procedures outline specific guidance to ensure a timely and responsible exit from theater. Prime Contractors are responsible and accountable to ensure their subcontractor(s) at all tiers comply with responsible and timely exit from theater immediately following contract performance completion or termination.

(1) Exit from Afghanistan: The prime Contractor is responsible to remain cognizant of Afghan laws regarding exit from Afghanistan. Currently, all foreigners traveling out of Afghanistan airports via commercial air transportation must have exit visas. Department of Defense, U.S. Forces-Afghanistan, Letters of Authorization (LOAs), and/or Embassy Badges are not accepted means of exiting Afghanistan. All U.S. citizens and foreign national Contractors exiting via commercial means must obtain an Afghanistan exit sticker before departing the country. The exit sticker may be obtained from Ministry of Interior (MOI) office. It is the prime Contractor's responsibility to ensure that the most recent exit procedures are followed and to ensure that subcontractor(s) at all tiers are in compliance with exit procedures. It is to the responsibility of the Contractor to work with the Embassy of Afghanistan or Afghanistan MOI as required.

(2) Letter of Authorization (LOA): The prime Contractor is responsible for demobilizing its workforce, including subcontractor employees at all tiers, and all Contractor owned and subcontractor owned equipment out of theater as part of the prime Contractor's exit strategy. This exit strategy must include reasonable timeframes starting with the end of the contract performance period and not exceeding 30 days. The Contracting Officer has the authority to extend selected LOAs up to, but not exceeding 30 calendar days after the contract completion date to allow the prime Contractor to complete demobilization of its workforce and Contractor owned equipment, as well as subcontractor(s) workforce and owned equipment, out of the Afghanistan CJOA. The prime Contractor shall notify the Contracting Officer a minimum of 30 days prior to the end of the contract period to request up to a 30-day extension of selected LOAs beyond the contract completion date to complete demobilization. The request shall include at a minimum:

(i) the name of each individual requiring a new LOA;

(ii) the number of days for the LOA (no more than 30 calendar days); and

(iii) justification for the request (e.g., what function the individual(s) will be performing during the demobilization period).

The Contracting Officer may request additional information for an LOA extension. Any LOA extension granted beyond the contract completion date shall not exceed 30 days and the Contractor is not entitled to additional compensation for this period. If approved by the Contracting Officer, this is a no cost extension of an employee's LOA due to demobilization and in no way is an extension of the contract performance period.

(3) Badging: The prime Contractor is responsible to ensure all employee badges, including subcontractor employees at all tiers, are returned to the local Access Control Badging Office for de-activation and destruction. The prime Contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If a prime and/or subcontractor employee's badge is not returned, the prime Contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card

(CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the U.S. Failure to return employee badges in a timely manner may result in delay of final payment.

(4) Contractor Controlled Facility Space: If the prime Contractor has entered into a Memorandum of Understanding with the Installation Mayor or Garrison for site space, buildings, facilities, and/or Containerized Housing Units (CHU) to house prime and/or subcontractor employees (at all tiers), the prime Contractor is responsible to notify the Installation Mayor or Garrison Commander of intent to vacate at least 90 calendar days prior to the end of the contract performance period. All United States Government (USG) provided property in the prime Contractor's possession must be returned to the USG in satisfactory condition. The prime Contractor is responsible and liable for any and all damages to USG property caused by prime and/or subcontractor employees, and shall be further liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the USG in returning prime Contractor and/or subcontractor facilities including surrounding site to a satisfactory condition, including expenses incurred in physically moving property, trash, and refuse from such premises, removing/ remediating hazardous wastes on the premises, and repairing structures, buildings, and facilities used by the prime Contractor and/or subcontractor. The prime Contractor shall provide notification to the Installation Mayor or Garrison Commander to perform an inspection of all facilities as soon as practicable, but no more than 30 days, after the end of the contract period. If damages are discovered, the prime Contractor shall make the necessary repairs. The prime Contractor shall notify the Installation Mayor or Garrison Commander for re-inspection of the facilities upon completion of the repairs. If the Installation Mayor or Garrison Commander inspects the property, site space, buildings, facilities, and/or CHUs and finds they have not been properly cleaned, cleared, and/or environmentally remediated, or if the prime Contractor fails to repair any damages within 30 calendar days after the end of the contract performance period, the final contract payment shall be reduced by the amount of the specified damages/repairs or the expenses incurred by the USG to properly clean, clear, and/or environmentally remediate the premises.

(5) Government Furnished Equipment/Materials: The prime Contractor is responsible to return all USG furnished equipment, as defined in Federal Acquisition Regulation (FAR) Part 45, clauses 52.245-1, if included in the contract. Prime Contractors who are not in compliance with the FAR, Defense Federal Acquisition Regulation Supplement, Department of Defense Directives and Instructions, policies, or procedures will be responsible and liable for damages to the Government property. The prime Contractor may apply for a "relief of responsibility" from the Contracting Officer anytime during the contract performance period. A joint inventory shall be conducted of the equipment by the prime Contractor, USG representative, and the Contracting Officer or their representative, within 10 calendar days after the end of the contract performance period. The prime Contractor shall report lost, damaged or destroyed property immediately to the Contracting Officer, but no later than the joint inventory at the end of the contract period. If the prime Contractor fails to report lost, damaged or destroyed equipment or materials during the contract performance period, the prime Contractor shall be responsible for the replacement and/or repair of the equipment or materials. The replaced equipment shall be new, of the same quality, and shall perform at the same functional level as the missing piece of equipment. If the prime Contractor fails to repair and/or replace damaged or missing equipment, the final payment shall be reduced by the appropriate amount of the specified damages or cost to replace missing equipment with new.

(6) Contractor Personal Property: The Contractor is advised that all personal property left on the respective installation after the date of departure of said premises, shall be sold or otherwise disposed of in accordance with 10 U.S.C. § 2575.

(i) A request for the return of the property will be honored, if feasible, and if received before the expiration of the period of time allowed to vacate the installation.

(ii) If abandoned property is left on the respective installation, contractual remedies may be enforced against the Contractor, (See paragraph (b) of this clause for potential contractual remedies). Additionally, even if the Contractor waives its interest to all abandoned personal property, the Contractor may still be liable for all costs incurred by the USG to remove or dispose of the abandoned property.

(iii) The Contractor hereby authorizes the USG authority to dispose of any and all abandoned personal property in any manner the USG may deem suitable and hereby releases and discharges the USG and its agents from any and all claims and demands whatsoever that could otherwise be asserted because of the disposition of said abandoned personal property.

(7) Synchronized Predeployment Operational Tracker (SPOT): The prime Contractor is responsible to close out the deployment of personnel, including subcontractor employees at all tiers, at the end of the contract completion period and to release the personnel from the prime Contractor's company in the SPOT database. The release of employee information must be accomplished no more than 30 calendar days after the end of the contract completion date.

(8) Accountability of Prime and Subcontractor Personnel: Whether specifically written into the contract or not, it is the expectation of the USG that for any persons brought into the Afghanistan CJOA for the sole purposes of performing work on USG contracts, contract employers will return employees to their point of origin/home country once the contract is completed or their employment is terminated for any reason. If the prime Contractor fails to re-deploy an employee, or subcontractor employee at any tier, the USG shall notify the applicable U.S. Embassy to take appropriate action. Failure by the prime Contractor to re-deploy its personnel, including subcontractor personnel at any tier, at the end of the contract completion date, could result in the Contractor being placed on the Excluded Parties List System (EPLS) and not be allowed to propose on future U.S. contracts anywhere in the world.

(9) Personnel Recovery: Any DoD Contractor with unaccounted for employees shall follow the instructions in the "Contractor Accountability and Personnel Recovery" Clause 952.225-20. The Contractor may use the Contracting Fusion Cell as a resource to track or research employees last known location and/or to view LOA's.

(b) CENTCOM - Joint Theater Support Contracting Command (C-JTSCC) and external agencies will utilize all available contracting remedies to guarantee compliance with demobilization requirements. Such actions include, but are not limited to withholding payment, issuing a cure notice, issuing a negative Contractor Performance Assessment Reporting System (CPARS) evaluation, reduction of award fee, debarment, reimbursement of U.S. Government expenses, and/or any other legal remedy available to a contracting officer. The USG reserves the right to withhold payment from the prime Contractor not in compliance with the above procedures included herein. Additionally, the Contracting Officer shall document all unresolved Contractor compliance issues in CPARS, which shall have an adverse past performance affect on future contracts with the USG, anywhere in the world.

(End of Clause)

#### **952.225-0020 CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (AFGHANISTAN) (AUG 2011)**

(a) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(1) Unaccounted Personnel: It is the expectation of the USG that any Contractor brought into Afghanistan for the sole purposes of performance of work on a USG contract must be accounted for at all times by their respective employers. Additionally, Contractors who maintain living quarters on a USG base shall verify the location of each of its employees' living quarters a minimum of once a month. If a DoD contracted employee becomes missing and evidence does not indicate foul play, a Personnel Recovery (PR) event is NOT automatically triggered. Such an event will be treated as an accountability battle drill by the employer's chain of command or civilian equivalent.

(2) Contractor Responsibilities: The Contractor is responsible to take all necessary steps to locate and investigate the unaccounted for employee(s) whereabouts to the maximum extent practicable. To assist in this process, Contractors may use the Contracting Fusion Cell as a resource to track or research employee's last known location and/or to view LOA's. All missing personnel will be immediately reported to the installation division Personnel Recovery Officer (PRO), Mayor's cell, Military Police Station and/or the Criminal Investigative Division, and the Base Defense Operations Center (BDOC).

(3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the USD PRO (or USFOR-A Personnel Recovery Division (PRD) with prior coordination) will attempt to validate the missing person's identity through the employer. The Contractor shall provide the information to PRD within 12 hours of request. The required information the Contractor should keep on file includes but is not limited to: copy of the individuals Letter of



Authorization generated by the Synchronized Pre-deployment and Operational Tracker System (SPOT), copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.

(b) If USFOR-A PRD determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another Contractor or other non-mission related reasons, PRD will notify the Contractor. The Contractor shall ensure that all Government-related documents such as LOA's, visas, etc. are terminated/reconciled appropriately within 24 hours of notification by PRD in accordance with subparagraph (a)(8) of C-JTSCC Clause 952.225-0016 entitled "Contractor Demobilization (Afghanistan)". Contractors who fail to account for their personnel or whose employees create PR events will be held in breach of their contract and face all remedies available to the Contracting Officer.

(End of Clause)

**952.225-0022 VISIBILITY OF INBOUND/OUTBOUND CARGO AND CONTRACTOR EQUIPMENT CENSUS (AFGHANISTAN) (APR 2012)**

a. Movement and coordination of inbound and outbound cargo in Afghanistan is critical to ensuring an effective drawdown. The Contractor shall provide visibility of their inbound cargo and equipment via the Synchronized Pre-deployment Operational Tracker (SPOT) census for their contract. This requirement includes the prime and subcontractor's at all tiers cargo and equipment. The Contractor shall report any individual piece of equipment valued at \$50,000 or more. Incoming cargo and equipment census data shall be input 30 days prior to start of performance or delivery of supplies and quarterly thereafter for inbound and outbound equipment.

b. This reporting is required on Rolling Stock (RS), Non Rolling Stock (RNRS), and Twenty foot Equivalent Units (TEU). The following definitions apply to these equipment/cargo categories:

(1) Rolling Stock (RS): All equipment with wheels or tracks, that is self-propelled, or is un-powered and can be towed by a vehicle on a roadway. Also includes standard trailer mounted equipment such as generators, water purification equipment, and other support equipment with permanent wheels. Specific examples of R/S include Wheeled Armored Vehicles (WAVS), Mine-Resistant Ambush-Protected (MRAP) family of vehicles (FOVS), and Highly Mobile Multipurpose Wheeled Vehicles (HMMWVS).

(2) Non Rolling Stock (RNRS): All equipment that is not classified as Rolling Stock. Includes equipment that is not trailer-mounted or originally designed to be driven or towed over a roadway.

(3) Twenty foot Equivalent Units (TEU): Standard unit for describing a ship's cargo capacity, or a shipping terminal's cargo handling capacity. One TEU represents the cargo capacity of a standard intermodal shipping container, 20 feet long, 8 feet wide, and 8.5 feet high. One TEU is equivalent to 4 QUADCONS and 3 TRICONS. One TEU has an internal volume of 1,166 cubic feet.

c. This data will be used by United States Forces-Afghanistan (USFOR-A) to assist in tracking the drawdown of Afghanistan. The Contractor is responsible for movement of their own cargo and equipment. The data provided by Contractors is for informational purposes only in order to plan and coordinate the drawdown effort. The Government assumes no responsibility for Contractor demobilization except as stated in individual contract terms and conditions.

(End of Clause)

**952.232-0002 NOTIFICATION OF PAYMENT IN LOCAL CURRENCY (AFGHANISTAN) (DEC 2011)**

(a) Pursuant to the authority of USCENTCOM FRAGO's 09-1567 and 10-143 this contract will be awarded in Afghani (local currency) if awarded to a host nation vendor. The Contractor will receive payment in local currency via Electronic Funds Transfer to a local (Afghan) banking institution. Contracts/purchase orders shall not be awarded to host nation vendors (Afghan) who do not bank locally. If awarded to other than a host nation vendor, the contract will be awarded in U.S. Dollars. The currency exchange rate will be determined at the official exchange rate posted by the local DoD Finance office on the date of the payment in accordance with the Department of Defense Financial Management Regulation.

(b) By exception, the following forms of payment are acceptable when EFT using ITS.gov is determined not available by the local finance office, in order of priority.

(1) EFT using Limited Depository Account (LDA)

(2) Check from the local finance office LDA

(3) Local currency cash payments (must be approved in writing by the local finance office and contracting office prior to contract/purchase order award). Payments in cash are restricted to contracts/purchase orders when the vendor provides proof via a letter from the host nation banking institution that it is not EFT capable and validated by the local finance office that the vendor's banking institution is not EFT capable. Cash payments will be made in Afghani.

(End of Clause)

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

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**Exhibits**

#	Document	Date	# of Pages
A	Contract Data Requirements List (CDRL), DD Form 1423-1, Data Items A001 through A006	5/3/13	5
B	Contract Data Requirements List (CDRL), DD Form 1423-1, Data Items B001 through B006	5/3/13	5
C	Contract Data Requirements List (CDRL), DD Form 1423-1, Data Items C001 through C003	5/3/13	3

**Attachments**

#	Document	Date	# of Pages
1	Personnel Qualifications	01/25/13	14
2	DD Form 254, Contract Security Classification Specification, Ser 028-13	04/25/13	2
3	Requirements for On-Site Contractors	12/8/08	10
4	Organizational Conflict of Interest (OCI) Mitigation Plan <b>[From Contractor proposal, inserted at award]</b>		
5	DFARS 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions <b>[From Contractor proposal, inserted at award]</b>		
6	DFARS 252.227-7015 Identification and Assertion of Use, Release, or Disclosure Restrictions for Commercial Items <b>[From Contractor proposal, inserted at award]</b>		
7	Fixed Price Labor Rate Schedule <b>[From Contractor proposal, inserted at award]</b>		
8	Indirect Ceiling Rate Form <b>[From Contractor proposal, inserted at award]</b>		
9	Direct Labor Ceiling Rate Form <b>[From Contractor proposal, inserted at award]</b>		
10	Task Order Staffing Plan		
11	Task Order Cost/Price Spreadsheet		

**K-1 Representations, Certifications, and Other Statements of Offerors or respondents**

In accordance with FAR 4.1201, prospective Contractors must complete electronic annual representations and certifications via the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) database. The representations and certification must be updated as necessary, but at least annually, to ensure they are kept current, accurate and complete.

In addition, each Offeror must complete the additional contract specific representations and certifications below:

**K-2 FAR 52.204-8 – ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2012)**

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 541712.

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the Offeror is currently registered in CCR, and has completed the ORCA electronically, the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

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(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

\_\_\_ (i) 52.219-22, Small Disadvantaged Business Status.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_\_ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

\_\_\_ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

\_\_\_ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

\_\_\_ (vi) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov> . After reviewing the ORCA database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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FAR Clause	Title	Date	Change

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

**K-3 FAR 52.209-7 – INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)**

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the Offeror checked “has” in paragraph (b) of this provision, the Offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the Offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the Offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the Offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the Offeror has provided the requested information with regard to each occurrence.

(d) The Offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

**K-4 DFARS 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2013)**

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(ii) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus—Representation. Applies to all solicitations with institutions of higher education.

(iii) 252.216-7008, Economic Price Adjustment—Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign Government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.229-7012, Tax Exemptions (Italy)—Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(vi) 252.229-7013, Tax Exemptions (Spain)—Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(vii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in ORCA are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

\_\_\_ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.



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\_\_\_ (ii) 252.225-7000, Buy American—Balance of Payments Program Certificate.

\_\_\_ (iii) 252.225-7020, Trade Agreements Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ (iv) 252.225-7022, Trade Agreements Certificate—Inclusion of Iraqi End Products.

\_\_\_ (v) 252.225-7031, Secondary Arab Boycott of Israel.

\_\_\_ (vi) 252.225-7035, Buy American—Free Trade Agreements—Balance of Payments Program Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ Use with Alternate II.

\_\_\_ Use with Alternate III.

\_\_\_ Use with Alternate IV.

\_\_\_ Use with Alternate V.

(e) The Offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <https://www.acquisition.gov/>. After reviewing the ORCA database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

<b>FAR/DFARS Provision #</b>	<b>Title</b>	<b>Date</b>	<b>Change</b>

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

**K-5 DFARS 252.209-7997 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW-DoD APPROPRIATIONS (DEVIATION 2013-00006) (JAN 2013)**

(a) In accordance with section 101(a)(3) of the Continuing Appropriations Resolution, 2013,(Pub. L. 112-175) none of the funds made available by that Act for general appropriations for DoD may be used to enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

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(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

**K-6 DFARS 252.209-7998 – REPRESENTATION REGARDING CONVICTION OF A FELONY CRIMINAL VIOLATION UNDER ANY FEDERAL OR STATE LAW (DEVIATION 2012-O0007) (MAR 2012)**

(a) In accordance with section 514 of Division H of the Consolidated Appropriations Act, 2012, none of the funds made available by that Act may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal or State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that it is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of provision)

**K-7 DFARS 252.225-7010 COMMERCIAL DERIVATIVE MILITARY ARTICLE—SPECIALITY METALS COMPLIANCE CERTIFICATE. (JUL 2009)**

(a) Definitions. “Commercial derivative military article,” “commercially available off-the-shelf item,” “produce,” “required form,” and “specialty metal,” as used in this provision, have the meanings given in the clause of this solicitation entitled “Restriction on Acquisition of Certain Articles Containing Specialty Metals” (DFARS 252.225-7009).

(b) The Offeror shall list in this paragraph any commercial derivative military articles it intends to deliver under any contract resulting from this solicitation using the alternative compliance for commercial derivative military articles, as specified in paragraph (d) of the clause of this solicitation entitled “Restriction on Acquisition of Certain Articles Containing Specialty Metals” (DFARS 252.225-7009). The Offeror’s designation of an item as a “commercial derivative military article” will be subject to Government review and approval.

\_\_\_\_\_  
\_\_\_\_\_.

(c) If the Offeror has listed any commercial derivative military articles in paragraph (b) of this provision, the Offeror certifies that, if awarded a contract as a result of this solicitation, and if the Government approves the designation of the listed item(s) as commercial derivative military articles, the Offeror and its subcontractor(s) will demonstrate that individually or collectively they have entered into a contractual agreement or agreements to purchase an amount of domestically melted or produced specialty metal in the required form, for use during the period of contract performance in the production of each commercial derivative military article and the related commercial article, that is not less than the Contractor’s good faith estimate of the greater of—

- (1) An amount equivalent to 120 percent of the amount of specialty metal that is required to carry out the production of the commercial derivative military article (including the work performed under each subcontract); or
- (2) An amount equivalent to 50 percent of the amount of specialty metal that will be purchased by the Contractor and its subcontractors for use during such period in the production of the commercial derivative military article and the related commercial article.
- (d) For the purposes of this provision, the amount of specialty metal that is required to carry out the production of the commercial derivative military article includes specialty metal contained in any item, including commercially available off-the-shelf items, incorporated into such commercial derivative military articles.

(End of provision)

**K-8 DFARS 252.225-7046 EXPORTS BY APPROVED COMMUNITY MEMBERS IN RESPONSE TO THE SOLICITATION (MAY 2012)**

- (a) Definitions. The definitions of "Approved Community", "defense articles", "export", "Implementing Arrangement", "qualifying defense articles", "transfer", "Treaty", and "U.S. DoD Treaty-eligible requirements" in DFARS clause [252.225-7047](#) apply to this provision.
- (b) All contract line items in the contemplated contract, except any identified in this paragraph, are intended to satisfy U.S. DoD Treaty-eligible requirements. Specific defense articles exempt from Treaty eligibility will be identified in those contract line items that are otherwise Treaty-eligible.

**CONTRACT LINE ITEMS NOT INTENDED TO SATISFY U.S. DoD TREATY-ELIGIBLE REQUIREMENTS:**

**ALL CLINs**

- (c) Approved Community members responding to the solicitation may only export or transfer defense articles that specifically respond to the stated requirements of the solicitation.
- (d) Subject to the other terms and conditions of the solicitation and the contemplated contract that affect the acceptability of foreign sources or foreign end products, components, parts, or materials, Approved Community members are permitted, but not required, to use the Treaty for exports or transfers of qualifying defense articles in preparing a response to this solicitation.
- (e) Any conduct by an Offeror responding to this solicitation that falls outside the scope of the Treaty, the Implementing Arrangement, and the implementing regulations of the Department of State in 22 C.F.R. 126.17 (United Kingdom), and 22 C.F.R. 126 Supplement No. 1 (exempted technologies list) is subject to all applicable International Traffic in Arms Regulations (ITAR) requirements, including any criminal, civil, and administrative penalties or sanctions, as well as all other United States statutory and regulatory requirements outside of ITAR.
- (f) If the Offeror uses the procedures established pursuant to the Treaty, the Offeror agrees that, with regard to the export or transfer of a qualifying defense article associated with responding to the solicitation, the Offeror shall—
  - (1) Comply with the requirements and provisions of the Treaty, the Implementing Arrangement, and corresponding regulations (including the ITAR) of the U.S. Government and the Government of the United Kingdom;
  - (2) Prior to the export or transfer of a qualifying defense article—
    - (i) Mark, identify, transmit, store, and handle any defense articles provided for the purpose of responding to such solicitations, as well as any defense articles provided with or developed pursuant to their responses to such solicitations, in accordance with the Treaty, the Implementing Arrangement, and corresponding United States Government and the Government of the United Kingdom regulations including, but not limited to, the marking and classification requirements

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described in the applicable regulations;

(ii) Comply with the re-transfer or re-export provisions of the Treaty, the Implementing Arrangement, and corresponding United States Government and the Government of the United Kingdom regulations, including, but not limited to, the re-transfer and re-export requirements described in the applicable regulations; and

(iii) Acknowledge that any conduct that falls outside or in violation of the Treaty, Implementing Arrangement, and implementing regulations of the applicable Government including, but not limited to, unauthorized re-transfer or re-export in violation of the procedures established in the applicable Implementing Arrangement and implementing regulations, remains subject to applicable licensing requirements of the Government of the United Kingdom and the United States Government, including any criminal, civil, and administrative penalties or sanctions contained therein; and

(3) Flow down the substance of this provision, including this paragraph (3), to any subcontractor at any tier intending to use the Treaty in responding to this solicitation.

(g) Representation. The Offeror shall check one of the following boxes and sign the representation:

The Offeror represents that export(s) or transfer(s) of qualifying defense articles were made in preparing its response to this solicitation and that such export(s) or transfer(s) complied with the requirements of this provision.

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Name/Title of Duly Authorized Representative Date

The Offeror represents that no export(s) or transfer(s) of qualifying defense articles were made in preparing its response to this solicitation.

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Name/Title of Duly Authorized Representative Date

(End of provision)

**L-1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://farsite.hill.af.mil/>

<u>FAR CLAUSE</u>	<u>TITLE</u>
52.215-1	Instructions To Offerors- Competitive Acquisition (JAN 2004)
52.215-16	Facilities Capital Cost Of Money (JUN 2003)
52.216-27	Single or Multiple Awards (OCT 1995)
52.222-24	Pre-award On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
52.222-46	Evaluation of Compensation for Professional Employees (FEB 1993)
52.237-10	Identification Of Uncompensated Overtime (OCT 1997)
52.252-5	Authorized Deviations in Provisions (APR 1984) (fill in Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2))

<u>DFARS CLAUSE</u>	<u>TITLE</u>
252.215-7008	Only One Offer (JUN 2012)
252.225-7003	Report Of Intended Performance Outside The United States And Canada – Submission With Offer (OCT 2010)
252.225-7042	Authorization to Perform ( APR 2003)
252.234-7001	Notice of Earned Value Management System (APR 2008)

**L-2 FAR 52.211-14 – NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)**

Any contract awarded as a result of this solicitation will be DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

**L-3 FAR 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA, ALTERNATE IV (OCT 2010)**

- (a) Submission of certified cost or pricing data is not required.
- (b) Provide information described below. [See Section L-18, Volume IV Cost/Price Data]

**L-4 FAR 52.216-1 TYPE OF CONTRACT (APR. 1984)**

The Government contemplates award of a multiple award IDIQ contract with FFPLOE and CPFF term and completion type delivery/task orders resulting from this solicitation.

**L-5 FAR 52.233-2 SERVICE OF PROTEST (SEPT. 2006)**

Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Control Desk, Code 3200, Bldg. 222, Rm. 115, Naval Research Laboratory, 4555 Overlook Ave., S.W., Washington DC 20375-5326.

The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L-6 DFARS 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011)**

The terms used in this provision are defined in following clause or clauses contained in this solicitation—

(1) If a successful Offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful Offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions*	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions****
(List)*****	(List)	(List)	(List)

\* For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\* Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\* Enter asserted rights category (e.g., Government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or Government purpose rights under this or a prior contract, or specially negotiated licenses).

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\*\*\*\* Corporation, individual, or other person, as appropriate.

\*\*\*\*\* Enter "none" when all data or software will be submitted without restrictions.

Date \_\_\_\_\_  
Printed Name and Title \_\_\_\_\_  
Signature \_\_\_\_\_

(End of identification and assertion)

(e) An Offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

**L-7 DFARS 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUNE 1995)**

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify—

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

**L-8 INQUIRIES CONCERNING THE RFP**

Any questions concerning the RFP must be submitted in writing to the Contracting Officer at the location noted in blocks 7 and 10 of the Standard Form 33, Solicitation, Offer and Award.

Offerors are cautioned against directing any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

**L-9 SECURITY REQUIREMENT**

Access to classified information is not required to submit a proposal for this statement of work. However, prospective Offerors shall have the required facility clearance in accordance with attached DD254 at the time of proposal and personnel available with final DoD granted personnel security clearances required for performance of the contract.

**L-10 INSTRUCTIONS FOR SUBMISSION OF PROPOSALS/OFFERS**

All proposals shall be submitted in accordance with FAR 52.215-1- Instructions to Offerors-Competitive Acquisition. Proposals/offers submitted in paper media through the United States Postal Service (USPS) or delivery services shall be addressed:

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Contracting Officer, ATTN: Code 3220  
RFP No. N00173-13-R-RV01  
Naval Research Laboratory  
4555 Overlook Avenue, S.W.  
Washington, D.C. 20375

Closing Date: 5 July 2013

Time: 11:30a.m. EST

If proposals/offers are submitted through the United States Postal Services or other delivery service, the Offeror shall provide the tracking number assigned to the package to the Contract Specialist prior to the closing date and time of the solicitation. The tracking number shall be emailed to [reese.vanwyen@nrl.navy.mil](mailto:reese.vanwyen@nrl.navy.mil) with the name of the Offeror and delivery service.

Proposals may be hand delivered to the Contracting Office, NRL, 4555 Overlook Avenue, S.W., Washington, D.C. 20375, Building 222, Room 115 between the hours of 0800 until 1600, local time, excluding weekends and federal holidays. NRL is a controlled-access facility. Photo identification will be required. Report first to Building 72, Visitor Control for access to NRL. After receiving a Visitor Pass, proceed directly to Building 222, Room 115, Contracting Office Receptionist to deliver the proposal. All Offerors shall allow sufficient time for delivery of their proposal to the Contracting Office prior to the closing date and time announced in the solicitation. Detention at the NRL gate or a failure to adhere to the procedures provided herein will not be considered an exception to timely proposal delivery as addressed in FAR 52.215-1, Instructions to Offerors – Competitive Acquisitions.

Offerors hand carrying proposals shall contact the contracting officer or contract specialist at least 48 hours prior to arriving at NRL to make arrangements and obtain directions. Packages should not be sealed as they are subject to inspection. The contracting officer or contract specialist will receive the proposal and provide the Offeror with the time and date of delivery.

All Offerors shall mark each RFP package with the name of the contracting officer and contract specialist, their codes below:

Contract Specialist: Reese Van Wyen, NRL Code 3220

Contracting Officer: Susan Wilson, NRL Code 3220

Facsimile proposals are not authorized.

Comprehensive responses to the requirements of this Request for Proposals (RFP) are required to enable the Government to evaluate the Offeror's understanding of, capability and approaches to accomplish the stated requirements. Proposals shall be submitted in accordance with the instructions herein, and non-conformance with the specified required content may be cause for rejection of the proposal. Offerors are advised that material submitted in excess of that required herein will not be evaluated. The proposal shall be valid for no less than 180 days from the date of RFP closing. The proposal shall provide comprehensive responses to the areas provided for in this section. The proposal shall be a complete response to the Statement of Work and the requirements of this RFP, taking into consideration required production quantities and delivery schedules specified in this solicitation.

Alternate proposals that depart from stated requirements will not be considered and shall not be submitted. The Offeror may submit multiple proposals that offer different approaches to meet the stated requirements. If the Offeror submits multiple compliant proposals, the Offeror shall clearly identify the unique attributes of each of the proposals and each proposal shall be a separate, stand alone document and shall not reference another proposal submitted. In no event shall any one Offeror submit more than two (2) unique proposals and each proposal will be evaluated separately in accordance with the procedures specified herein.



## **L-11 PROPOSAL PREPARATION INSTRUCTIONS**

### **L -11.1 PROGRAM STRUCTURE AND OBJECTIVES**

The objective of this contract is to provide the Naval Research Laboratory's Tactical Electronic Warfare Division (NRL/TEWD, henceforth 'TEWD') with the required research, engineering and technical services to perform electronic warfare research, development, and transition of technologies in support of the Navy mission. TEWD conducts innovative research and development in the areas of

1. RF Engineering
2. Mixed-signal circuit design (Analog/Digital)
3. Digital Signal Processing (DSP) and Software Development
4. Mechanical and Aeronautical Engineering
5. System/Subsystem Technical Development and Support
6. Graphics and Drafting Services

The approximate distribution of studies, analyses and evaluations in support of R&D activities versus independent research and development (R&D) type task orders is 25% to 75% respectively.

Concurrent with the above functional areas, laboratory operations are required in order to fully integrate and execute the system/subsystem test and evaluation. Performance shall be conducted at the NRL TEWD facility located at Naval Research Laboratory, Washington, DC, and at field sites or the Contractor's facilities.

### **L -11.2 BUDGET/FUNDING INFORMATION**

For consideration in developing your proposal, the estimated budget is as follows:

The total value for the ENTIRE TEWD program is \$47M. Each awarded basic IDIQ contract will have a \$47M ceiling. The Government will continually track and record the cumulative value of all awarded task orders for all TEWD Contractors. The cumulative value of the awarded task orders will be tracked and maintained throughout the entire TEWD period of performance to ensure the awarded task orders do not exceed the maximum value as stated in the basic contract. The cumulative value will not exceed \$47M for all TEWD task order awards to all TEWD Contractors.

## **L-12 GENERAL INSTRUCTIONS**

The Offeror's proposal must include all data and information requested by this Request for Proposal (RFP) and it must be submitted in accordance with these instructions. The Offer shall be compliant with the requirements as stated in the RFP, Statement of Work (SOW), and Contract Data Requirements List (CDRL). **Non-conformance with the instructions provided in this RFP may result in an unfavorable proposal evaluation.**

This proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements but rather shall provide convincing rationale to address how the Offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of their facilities and experience and will base its evaluation on the information presented in the Offeror's proposal.

### **L -12.1 ORGANIZATION/NUMBER OF COPIES/PAGE LIMITS**

The Offeror shall prepare the proposal as set forth in the Proposal Organization Table below. The titles and contents of the volumes shall be as defined in this table, all of which shall be within the required page limits and with the number of copies specified in the table. The contents of each proposal volume are described in the paragraphs noted in the table.

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Proposal Organization				
Volume	Paragraph	Volume	Copies	Page Limit
I	L-15	Executive Summary	Original + 5 Copies + CD-R	10 pages (single spaced)
II	L-16	Technical	Original + 5 Copies + CD-R	100 pages (single spaced)
III	L-17	Past Performance	Original + 5 Copies + CD-R	25 pages (single spaced)
IV	L-18	Cost/Price	Original +CD-R	Unlimited
V	L-19	Contract Documentation	Original +CD-R	Unlimited

### **L –12.2 PAGE LIMITATIONS**

Page limitations shall be treated as maximums. If exceeded, the excess pages **will not** be read, and **will not be considered** and **will not be included in the evaluation** of the proposal. When both sides of a sheet display printed material, it shall be counted as two (2) pages. **Each page shall be counted except for the following: cover pages, table of contents, tabs, glossaries, acronym lists, and resumes.**

### **L –12.3 PAGE SIZE AND FORMAT**

A page is defined as each face of a sheet of paper containing information. When both sides of a sheet display printed material, it shall be counted as two pages. Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single spaced. Except for the reproduced sections of the solicitation document the text size shall be no less than 12 point font. Use at least 1 inch margins on the top and bottom and each side. Pages shall be numbered sequentially by volume. These limitations shall apply to both electronic and hard copy proposals.

Legible tables, charts graphs and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated, legible, and shall not exceed 11 X 17 inches in size. Foldout pages shall fold entirely within the volume, and shall count as two pages for each side; double sided shall count as four pages. Foldout pages may only be used for large tables, charts, graphs, diagrams and schematics not for pages of text. For tables, charts, graphs and figures the text shall be no smaller than 8 points. These limitations shall apply to both electronic and hard copy proposals. Provide Microsoft Office Excel formulas in any spreadsheets.

### **L –12.4 COST OR PRICING RELATED DATA**

All cost or pricing data shall be addressed ONLY in the Cost/Price Proposal and Contract Documentation Volumes. Cost trade-off information, work hour estimates, and material kinds and quantities may be used in other volumes only as appropriate for presenting rationale for alternatives or design and trade-off decisions.

### **L –12.5 CLASSIFIED INFORMATION**

Proposals shall not contain classified information.

### **L –12.6 CROSS REFERENCING**

To the greatest extent possible, each volume shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross referencing to other volumes of the proposal. Information required for proposal evaluation which is not found in its designated volume will be assumed to have been omitted from the proposal. Cross-Referencing is not included in the page count.

The Offeror shall fill out the Solicitation Cross Reference Matrix (Example template of Cross Reference Matrix is below,

but may be tailored and proposed differently at the Offeror's discretion), indicating the proposal reference information as it relates to Sections L & M. Place the Cross Reference Matrix after the Table of Contents within each volume. If this matrix conflicts with any other requirement, direction, or provision of this solicitation, the other reference shall take precedence over this paragraph.

#### **L –12.7 CROSS REFERENCING SECTION**

Any cross-referencing matrix provided does not count against the page limitations.

An example of the Cross-Reference Matrix format is:

TECHNICAL	SECTION L	SECTION M	PROPOSAL REFERENCE
Subfactor A – Personnel Experience and Qualifications	L–14.2.3.1	M–2.1.1	
Subfactor B – Technical Understanding	L–14.2.3.2	M–2.1.2	
Subfactor C – Responses to Task Orders	L–14.2.3.3	M–2.1.3	
Subfactor D – Facilities	L–14.2.3.4	M–2.1.4	
PAST PERFORMANCE	L–15	M–2.2	
COST/PRICE	L–16	M–2.3	

#### **L –12.8 INDEXING**

Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify sections and do not count against the page limitations for their respective volumes.

#### **L –12.9 GLOSSARY OF ABBREVIATIONS AND ACRONYMS**

Each volume shall contain a glossary of all abbreviations and acronyms used, and with an explanation for each. Glossaries do not count against the page limitations for their respective volumes.

#### **L –12.10 BINDING AND LABELING**

The “original” proposal shall be identified. Each volume of the proposal should be separately bound in a three-ring, loose leaf binder permitting the volume to lie flat when open. Staples shall not be used. A cover sheet should be bound in each book, clearly marked as the volume number, title, copy number, solicitation number, and the Offeror's name. The same identifying data should be placed on the spine of each binder. All appropriate markings, including those prescribed in accordance with FAR 52.215-1(e), Restriction on disclosure and use of data, and FAR 3.104-4, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information.

#### **L–13 VOLUME I: EXECUTIVE SUMMARY**

In the Executive Summary volume, the Offeror shall provide the following information.

##### **L –13.1 NARRATIVE SUMMARY**

The narrative summary of the entire proposal should be concise, to include addressing the significant risks, and highlighting any key or unique features, excluding Cost/Price. The salient features should tie in the Section M evaluation factors/subfactors. Any summary material presented here shall not be considered as meeting the requirements for any portions of other volumes of the proposal.

## **L –13.2 TABLE OF CONTENTS**

Include a Master Table of Contents of the entire proposal. The Master Table of Contents and all other Table of Contents do not count against the page limitations for other respective volumes.

## **L–14 VOLUME II: TECHNICAL VOLUME**

### **L –14.1 GENERAL**

The Technical Volume should be specific and complete. Legibility, clarity, and coherence are very important. Your responses will be evaluated against the Technical subfactors defined in Section M, Evaluation Factors for Award. Using the instructions provided below, provide as specifically as possible the actual methodology you would use for accomplishing/satisfying these subfactors. All the requirements specified in the solicitation are mandatory. By your proposal submission, you are representing that your firm will perform all the requirements specified in the solicitation. Do not merely reiterate the objectives or reformulate the requirements specified in the solicitation.

### **L –14.2 FORMAT AND SPECIFIC CONTENT**

#### **L –14.2.1 TECHNICAL**

In the Technical Volume, address your technical solution for meeting the Government’s requirements of each technical subfactor.

The Technical Proposal Volume shall consist of both a corporate overview and individual proposals for each Task Order Statement of Work identified below (the basic contract SOW for TEDW will not change and will be attached to all contracts awarded to each Offeror/TEWD Contractor, since it states the overall set of possible R&D requirements to be performed during the course of the TEWD ordering period and technical/contract performance.

#### **Task Order Statements of Work (SOWs)**

Task Order 0001	EW System Development
Task Order 0002	Engineering Support for the Passive Autonomous Surveillance System (PASS)

The task order proposals must demonstrate your technical approach, capability and qualifications to perform the requirements defined in each Task Order SOW 0001 and 0002. The proposals must describe how report requirements and any other task order requirements will be accomplished in accordance with the overarching SOW (Section C). This will aid in the evaluation of the proposals.

#### **L –14.2.2 VOLUME ORGANIZATION**

The Technical Volume shall be organized according to the following general outline:

- (1) Table of Contents
- (2) List of Tables and Drawings
- (3) Glossary
- (4) Cross Reference Matrix
- (5) Subfactor A
- (6) Subfactor B
- (7) Subfactor C
- (8) Subfactor D

In further detail, each individual proposal making up the Technical Volume will be organized according to the provided outline.

### **L –14.2.3 SUBFACTORS**

#### **L –14.2.3.1 SUBFACTOR A: PERSONNEL EXPERIENCE AND QUALIFICATION**

(a) Personnel Experience and Qualifications: The Offeror shall identify the five following personnel positions for the basic IDIQ performance period and each task order:

- (1) Senior Microwave/RF Design Engineer (Key)
- (2) Senior Analog/Digital Design Engineer (Key)
- (3) Senior Software Engineer I (Key)
- (4) Senior Aero/Mechanical Engineer (Key)
- (5) Senior Scientist I (Key)

Unqualified personnel may adversely impact the Offeror's proposal. In addition, each Offeror should propose the appropriate staffing, subcontract, and consultation required to complete each task order (task orders 0001 and 0002) – for this staffing, subcontract and consultation required to compete each task order, there are desired qualifications defined by the Government. The appropriate labor mix for personnel is to be determined by the Offeror.

The required qualifications for the positions can be found in Attachment 1 – Personnel Qualifications.

(b) Resumes: The resumes for the Key Personnel need not be in this format; however, each must include the following data:

- i. Title;
- ii. Job Category/Level (Current and Proposed category/level);
- iii. Relevant Professional Experience Summary (number of years and type of relevant experience in the technical and management areas listed above);
- iv. Relevant Education/Training (college/university/degree/graduate degree/courses/year; professional courses/title/year);
- v. Present Job Assignment;
- vi. Letter of Intent (if not presently employed with your company) and/or outline efforts initiated to acquire the incumbent personnel to fill subject position;
- vii. Anticipated "Start Work" Date on Program (month and year);
- viii. Anticipated percentage of dedicated time on Program;

All Contractor personnel shall possess a favorably completed DoD investigation and a final DoD granted Secret or Top Secret security clearance with the eligibility of SCI as required by the personnel qualifications sections at time of proposal submission.

#### **L –14.2.3.2 SUBFACTOR B: TECHNICAL UNDERSTANDING**

(a) Technical Experience. The Offeror shall demonstrate specific knowledge, capability and relevant experience (prime and subcontractor) to perform the tasks listed below. Specifically, the Offeror shall provide demonstrated understanding of the following:

- a. Design, layout, fabrication, assembly, programming, and testing of dense mixed signal (containing analog, digital, and radio frequency circuitry) printed circuit boards (PCBs);
- b. EW system conception, prototyping, fabrication, assembly, testing, deployment support, and maintenance operations;
- c. Development, modeling, fabrication, analysis, and production of antenna systems;
- d. DSP/FPGA design and programming.

### **L –14.2.3.3 SUBFACTOR C: TASK ORDER PROPOSALS**

a) Task Order Proposals. The Offeror shall demonstrate its understanding of the technical requirements that are outlined in each Task Order SOW and clearly describe its technical approach and capability. The approach should include the proposed development plan, risk assessment and mitigation strategy, cost and schedule management methodologies, and any appropriate resources for the task order SOWs.

The Offeror should present a complete and detailed statement of the selected approach to each task order, including analyses, experiments, simulations, and tests required in resolving the problem(s) and its elements. For each SOW, include a description of the principles and techniques that the Offeror proposes to use in addressing the problem. The Offeror should demonstrate, in the context of each task order, its capability to plan, organize, and direct/control order that require concurrent effort. Estimating the extent of subcontracting anticipated with a list of items or effort to be subcontracted. If a teaming approach is being proposed, provide complete information as to the arrangement.

The Offeror shall provide a completed task order staffing plan using the format provided in Attachment 10 for each task order.

### **L –14.2.3.4 SUBFACTOR D: FACILITIES**

The proposal shall demonstrate that the Offeror has adequate manufacturing capability and capacity for the production and repair of prototype electronic warfare systems. The Offeror must describe and discuss the facilities in the context of specific plans for specific task orders. Facilities which shall be addressed are as follows:

(a) Production Facilities: The proposal shall describe the physical production facilities which shall be used for production and acceptance testing of electronic warfare systems. The proposal shall demonstrate that these facilities will enable the Offeror to fabricate, inspect, test and deliver EW systems on schedule. The following must be specifically addressed:

1. Inspection and storage of incoming materials and vendor supplied items.
2. Production areas, including listing of production equipment and space allocation.
3. Facilities for performing critical processes and procedures, including listing of production equipment and space allocation.
4. Production test and inspection stations, including list of equipment.
5. Environmental testing facilities, including a listing of equipment.
6. Acceptance test facilities including listing of equipment.
7. Packing and shipping.

(b) Engineering Support Facilities: The proposal shall describe facilities available to support the production program and meet design engineering requirements. The Offeror shall demonstrate how these engineering support facilities will be made available to assist in solving any problem which might develop in regard to system design, or any problem which might arise in production. Facilities described may include, but are not necessarily restricted to:

1. Drafting/design
2. Modeling and prototyping facilities

(c) Repair Facilities: The proposal shall describe the physical repair facilities which shall be used for diagnosis and repair of electronic warfare systems. The proposal shall demonstrate that these facilities will enable the Offeror to diagnose, repair, test and deliver EW systems on schedule. The following must be specifically addressed:

1. Inspection and storage of incoming materials and vendor supplied items.
2. Test and inspection stations, including list of equipment.
3. Acceptance test facilities including listing of equipment.

4. Packing and shipping.

## **L-15 VOLUME III: PAST PERFORMANCE**

### **L -15.1 SECTION I: RECENT AND RELEVANT PAST PERFORMANCE QUESTIONNAIRE (Attachment L-1)**

Offerors shall provide a minimum of three Past Performance Questionnaires with their proposal (provided as Attachment L-1) for relevant efforts within the last three Government fiscal years (1 October 2009 - present). Offerors must also submit at least one (1) Past Performance Questionnaire for each proposed subcontractor effort valued at 10% of their total current offering or more. The contracts identified should demonstrate in-depth knowledge and successful implementation of contracts, of similar scope and complexity to this solicitation. Similar scope and complexity means having performed most of the types of support efforts identified in the Statement of Work for this solicitation or having provided at least 5,000 annual man-hours under a support services contract. The identified contracts can be with Federal, Commercial, or other customers. For each contract, the Offeror shall identify at least one of the following customer Points of Contact (POCs): Program Manager (PM), Procuring Contracting Officer (PCO), Contracting Officer's Technical Representative (COTR) or Contracting Officer's Representative (COR). The Offeror shall provide the current address, phone number, FAX number, and e-mail address for each POC.

In order to expedite the assessment process, the Offeror may complete the "Contract Information" portion of the Past Performance Questionnaire for the convenience of the customer POC. The Offeror shall not, however, complete any other section of the Past Performance Questionnaire. The questionnaire shall be provided to the customer POC with instructions to complete and submit it directly to the Contracting Officer or Specialist on or before the proposal due date. Electronic submission by the customer is preferred; however, hardcopy mail or fax will be accepted. The Offeror's past performance volume shall contain copies of the first page of the Customer's Questionnaire and the transmittal letters.

The Government reserves the right to limit or expand the number of references it decides to contact and to contact other references than those provided by the Offeror. The Government reserves the right to consider any questionnaire received after the due date and contact those offices that do not respond to the questionnaire.

### **L -15.2 SECTION II: PREVIOUS CONTRACTING EFFORT NARRATIVES (Attachment L-2)**

For each of the Past Performance Questionnaires submitted, the Offeror shall also provide a Previous Contracting Effort Narrative detailing the following information in Volume III:

- (a). Description of how the scope for this past contract/task order relates to this effort in scope and complexity.
- (b). Description of the subcontractor deliverables to the prime and payment tracking; points of contact; and, the sole bearer of ultimate responsibility for performance.
- (c). Description of achievements for the most recent period for which performance measures have been applied to each contract. The performance measures should be specific and show the target performance levels that are set forth under the applicable contracts as well as the level of performance achieved. The Offeror shall describe the tools and/or methods used to collect metrics data and the frequency of data collection and reporting.

**NOTE:** The Government reserves the right to use contract performance data provided in the Offeror's proposal and additional contract performance data obtained from other sources, such as the Government's Past Performance Information Retrieval System (PPIRS) data base, personnel knowledge and from the points of contact identified by the Offeror in its proposal.

## **L-16 VOLUME IV: COST/PRICE**

### **L -16.1 GENERAL INSTRUCTIONS**

While the Government anticipates establishing reasonableness of pricing through adequate price competition and does not require submission of certified cost or pricing data, Offerors must provide clear and concise explanations of their pricing methodology and their labor and burden estimating practice and are cautioned against unbalanced and unrealistic pricing.

Note that further price competition for task orders awarded will be conducted prior to award of the individual task orders for the duration of this contract.

#### **L -16.1.1 COST OR PRICING DATA REQUIREMENT**

In accordance with FAR 15.403-1(b) and 15.403-4(a), data other than certified cost or pricing data may be required to support a determination of price reasonableness. Data should be provided in accordance with FAR 15.403-5. If, after receipt of proposals, the PCO determines that there is insufficient data available to determine price reasonableness, and none of the exceptions in FAR 15.403-1 apply, the Offeror shall be required to submit additional cost or pricing data.

#### **L -16.1.2 ROUNDING**

All dollar amounts shall be rounded to the nearest dollar. All labor rates shall be rounded to the nearest penny.

### **L -16.2 PRICING TABLES**

The Offeror shall complete and include as part of its proposal the pricing tables found in Attachment 8 to reflect the Offeror's ceiling loaded hourly labor rates to be applied to FFPLOE delivery/task orders during each year of the contract.

**Note:** Offerors are required to propose on all labor categories.

### **L -16.3 VERIFICATION OF ADEQUATE ACCOUNTING SYSTEM**

Because of the need for Contractors to respond to Cost Reimbursement task orders, to be eligible for award, Offerors must have verification from the Defense Contract Audit Agency (DCAA) or the Defense Contract Management Agency (DCMA) of an accounting system that has been audited and determined adequate for determining costs applicable to this contract in accordance with FAR 16.301-3(a)(1).

As such, the Offeror must provide in its proposal, a contact name and contact information (i.e, phone number, address, email address) of its representative at its cognizant DCAA or DCMA audit agency, a copy of the Pre-Award Survey of Prospective Contracting Accounting System (SF 1408), provisional billing rates, and/or forward pricing rate agreements. If the Offeror does not have audit verification of an adequate accounting system but is certain that its accounting system has been found adequate in accordance with FAR 16.301-3(a)(1), NRL will contact the cognizant audit representative to verify the adequacy of the Contractor's accounting system. It is the Offeror's responsibility to provide with its proposal current and correct contact information. If, after reasonable efforts, the Government is unable to obtain audit verification from the contact provided, the offer will be rejected.

### **L -16.4 ADDITIONAL REQUIREMENTS**

(a) Methodology for determining salary ranges, direct labor rate composite, if applicable, fringe benefits, overhead, and other direct costs (i.e., subcontracts, materials, and travel), and fee proposed. If the Offeror does not currently have employees to fulfill the duties under a specific labor category under which they want to propose, the Offeror must explain its methodology for establishing prime Contractor labor rates for such categories. This can include factors such as recognized national and regional compensation surveys and studies of professional, public and private organizations used in establishing the total compensation structure. The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives and take into account differences in skills, the complexity of various disciplines, and professional job



difficulty.

(b) Methodology used to compute labor escalation over a three-year period.

(c) Methodology used to address how an on-site rate is derived vs. an off-site rate.

(d) The Offeror's policy on uncompensated overtime (see FAR 52.237-10), including the practices used to estimate uncompensated overtime.

(e) Methodology used in computing fee.

(f) Methodology used in computing indirect costs that are applied to Other Direct Costs (e.g., subcontracts, material, travel).

## **L –16.5 FINANCIAL CAPACITY**

Apparent successful Offerors are subject to a responsibility evaluation in accordance with FAR Subpart 9.1. The Offeror shall indicate if it has the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. If not, indicate the amount required and the anticipated source.

## **L–17 VOLUME V: CONTRACT DOCUMENTATION**

### **L –17.1 BASIC ORDERING CONTRACT/TASK ORDERS/REPRESENTATIONS AND CERTIFICATIONS**

The purpose of this volume is to provide information to the Government for preparing the contract document and supporting the file. The Offeror's proposal shall include a signed copy of the Master Contract and Section's A through K. This includes the following:

#### **L –17.1.1 SECTION A: SOLICITATION/CONTRACT FORM**

The Contractor shall complete block 16 and sign and date blocks 17 and 18 of the solicitation. Signature by the Offeror on the solicitation constitutes an offer, which the Government may accept. The "original" copy should be clearly marked under separate cover and should be provided without any punched holes. The Offeror shall make a clear statement in Section A of the proposal documentation volume that the proposal is valid 180 days from the date of the solicitation closing date.

#### **L –17.1.2 SECTION F: DELIVERABLES OR PERFORMANCE**

Refer to Section F of the solicitation.

#### **L –17.1.3 SECTION G: CONTRACT ADMINISTRATIVE DATA**

Refer to Section G of the solicitation and complete all fill-ins.

#### **L –17.1.4 SECTION H: SPECIAL CONTRACT REQUIREMENTS**

Refer to Section H of the solicitation and complete all fill-ins

#### **L –17.1.5 SECTION I: CONTRACT CLAUSES**

Refer to Section I of the solicitation and complete all fill-ins

#### **L –17.1.6 SECTION K: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENT OF OFFERORS**

Completed representations, certifications, acknowledgements, and statements.

## L-17.2 EXCEPTIONS TO SOLICITATION REQUIREMENTS

Offerors are required to meet all solicitation requirements (such as terms and conditions, representations and certifications, and technical requirements) in addition to those identified as evaluation factors or subfactors. Offerors must clearly identify any exceptions to the solicitation terms and conditions and provide complete accompanying rationale. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. Provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, cost, and specific requirements of the solicitation. This information shall be provided in the format and content of the table below titled "Solicitation Exceptions."

Solicitation Exceptions			
Solicitation Document	Page/Paragraph	Requirement/Portion	Rationale
SOW, Solicitation, Task Order, etc.	Applicable page and paragraph numbers	Identify the requirement or portion to which the exception is taken	Describe why the requirement cannot/will not be met

## L-18 ATTACHMENTS

Document	
L-1	Recent and Relevant Past Performance Questionnaires
L-2	Previous Contracting Effort Narrative

## L-19 POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST

Pursuant to FAR 9.5 and the definitions provided therein:

### Definitions

Organizational Conflict of Interest: FAR 2.1 defines "Organizational Conflict of Interest" as a situation in which "...because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage." For the purposes of this contract, the term Organizational Conflict of Interest means that a relationship exists between the Contractor (including the successor-in-interest, assignee or affiliated divisions, subsidiaries, employees, consultants, or subcontractors, hereinafter referred to as "Contractor") and another in which the underlying interests of the Contractor and the other party directly or indirectly (1) may influence, affect or diminish the Contractor's ability to give impartial, technically sound, objective assistance, conclusions, advice or recommendations, or may otherwise result in a biased work product to or for the Government, or (2) may result in an unfair competitive advantage.

### Purpose

The primary purpose of this clause is to ensure that the Contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) which relate to the work under this contract.

### Description of the Effort

This contract is for research and development activities in support of various NRL Programs. In the performance of this contract, the Contractor may be required to make certain findings, conclusions and recommendations to the Government. The Contractor may also be required to have access to other Contractor's proprietary data in order to make those findings, conclusions and recommendations to the Government. Because the Government requires total objectivity and impartiality in performance of this contract, the Contractor must be free from any biased influences and interests which will impact,

directly or indirectly, on the Contractor's decision making process.

#### Disclosure Statement

If the Offeror is aware of circumstances that may hinder its ability to render impartial, technically sound, and unbiased assessments, recommendations and/or evaluations; or that circumstances exist that may result in the appearance that it may have any unfair competitive advantage, the Offeror shall provide a full disclosure statement. The statement must describe in a concise manner all relevant facts concerning any past, present or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder and bearing on whether the Offeror has a possible organizational conflict of interest with respect to (1) impartial, technically sound, and unbiased assessments, recommendations and/or evaluations, or (2) being given an unfair competitive advantage. Prospective Offerors should refer to FAR 9.5 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest. If the Offeror is not aware of any circumstances of this nature, then the Offeror shall provide a statement stating such.

The Government will review the statement submitted and may require additional relevant information from the Offeror. All such information and any other relevant information will be used by the Government to determine whether an award to the Offeror may create an organizational conflict of interest. If found to exist, the Government may (1) impose appropriate conditions which avoid such conflict, (2) disqualify the Offeror, or (3) determine that it is otherwise in the best interest of the Government to contract with the Offeror by including appropriate conditions mitigating such conflict in the contract awarded.

The refusal to provide the disclosure of any additional information as required shall result in disqualification of the Offeror for award. The nondisclosure or misrepresentation of any relevant interest may also result in the disqualification of the Offeror for award, or if such nondisclosure or misrepresentation is discovered after award, the Government may terminate the contract for default, recommend that the Contractor be disqualified from subsequent related contracts, or be subject to such other remedial actions as may be permitted or provided by law. The attention of the Offeror in complying with this provision is directed to 18 U.S.C. 1001 and 31 U.S.C. 3802(a)(2).

Depending on the nature of the contract activities, the Offeror may, because of possible organizational conflicts of interest, propose to exclude specific kinds of work from the statement, unless the solicitation specifically prohibits such exclusion. Any such proposed exclusion by an Offeror shall be considered by the Government in the evaluation of proposals, and if the Government considers the proposed excluded work to be an essential or integral part of the required work, the proposal may be rejected as unacceptable.

No award shall be made until the disclosure has been evaluated by the Government. Failure to provide the disclosure will be deemed to be a minor informality and the Offeror or Contractor shall be required to promptly correct the omission.

If the Contracting Officer determines that a potential conflict exists, the prospective Offeror shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means, i.e., Government approved corporate mitigation plan. The terms of this clause are subject to negotiation.

## M-1 EVALUATION FACTORS AND SUBFACTORS:

### Application of Factors and Subfactors

a. **General.** The Government will apply evaluation factors and subfactors to identify the best value proposal. The evaluation factors and subfactors represent key areas of importance to be considered in the source selection decision. The factors, subfactors, and associated elements have been chosen to support meaningful discrimination between and among competing proposals. As demonstrated in their proposals, prospective Offerors shall be evaluated in terms of their ability to meet or exceed the requirements stated in the Statement of Work (SOW). Proposals shall be evaluated in accordance with the factors and subfactors described below.

b. **Relative Importance.** The following table indicates all significant factors and significant subfactors that will be considered in awarding the contract. The relative importance of the evaluation factors and subfactors contained in the RFP reflects the overall requirements of this acquisition as outlined in the SOW.

#### Factors

1. Technical Capability and Experience

2. Past Performance

3. Price/Cost

#### Subfactors

A. Personnel Experience and Qualifications  
B. Technical Understanding  
C. Responses to Task Orders  
D. Facilities

(None)

(None)

The evaluation factors are divided into three categories:

- Technical Capability and Experience
- Past Performance
- Price/Cost Evaluation

The “Technical Capability and Experience” evaluation will consider the areas identified above. Within the “Technical Capability and Experience” factor, subfactors (A) through (D) are in descending order of importance.

The factor “Technical Capability and Experience” is more important than “Past Performance”. “Technical Capability and Experience” and “Past Performance” are more important than “Price/Cost”; however, as competing proposals approach “Technical Capability” and “Past Performance” equality, “Price/Cost” will increase in importance.

c. **Adjectival Ratings.** The Government will perform an evaluation of the Technical Capability and Past Performance evaluation factors and subfactors based on the Offeror’s proposal. This evaluation focuses on strengths and weaknesses of the Offeror’s proposal, resulting in the assignment of an adjectival rating for each factor and subfactor. Cost/Price will not be assigned an adjectival rating.

*Note: The following adjectival ratings/definitions shall be used for the Technical Capability and Experience evaluation factors and subfactors:*

**COMBINED TECHNICAL / RISK RATING**

<b>COLOR</b>	<b>RATING</b>	<b>DESCRIPTION</b>
Blue	<b>Outstanding:</b>	An outstanding proposal is characterized as follows: <ul style="list-style-type: none"> <li>• Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful contract performance is very low.</li> </ul>
Purple	<b>Good:</b>	A very good proposal is characterized as follows: <ul style="list-style-type: none"> <li>• Proposal meets the requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful contract performance is low.</li> </ul>
Green	<b>Acceptable:</b>	An acceptable proposal is characterized as follows: <ul style="list-style-type: none"> <li>• Proposal meets the requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful contract performance is low.</li> </ul>
Yellow	<b>Marginal:</b>	A marginal proposal is characterized as follows: <ul style="list-style-type: none"> <li>• Proposal does not clearly meet the requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more major weaknesses that are not offset by strengths. Risk of unsuccessful contract performance is high.</li> </ul>
Red	<b>Unacceptable:</b>	An unacceptable proposal is characterized as follows: <ul style="list-style-type: none"> <li>• Proposal does not meet the requirements and contains one or more deficiencies. The proposal is unawardable.</li> </ul>

*The following adjectival ratings/definitions shall be used for the Past Performance evaluation factors:*

There are two aspects to the past performance evaluation. The first is to evaluate the Offeror's past performance to determine how relevant a recent effort accomplished by the Offeror is to the effort to be acquired through the source selection. With respect to relevancy, more relevant past performance will typically be a stronger predictor of future success and have more influence on the past performance confidence assessment than past performance of lesser relevance.

The second aspect of the past performance evaluation is to determine how well the Contractor performed on the contracts.

**Past Performance Relevancy Rating**

<u>Rating</u>	<u>Definition</u>
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involves some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**  
**SECTION M**  
**EVALUATION FACTORS FOR AWARD**

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Performance Confidence Assessment: In conducting a performance confidence assessment, each Offeror shall be assigned one of the ratings below

**Performance Confidence Assessments**

Rating	Description
Substantial Confidence	Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
Limited Confidence	Based on the Offeror's recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.
No Confidence	Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the Offeror's performance record is so sparse that no meaningful confidence assessment can be reasonably assigned.

**Performance Confidence Assessment** is an evaluation of the likelihood (or Government's confidence) that the Offeror will successfully perform the solicitation's requirements; the evaluation is based upon past performance information.

**Recency**, as it pertains to past performance information, is a measure of the time that has elapsed since the past performance reference occurred. Recency is generally expressed as a time period during which past performance references are considered relevant.

**Relevancy**, as it pertains to past performance information, is a measure of the extent of similarity between the service/support effort, complexity, dollar value, contract type, and subcontract/teaming or other comparable attributes of past performance examples and the source solicitation requirements; and a measure of the likelihood that the past performance is an indicator of future performance

## **M-2 DESCRIPTION OF EVALUATION FACTORS AND SUBFACTORS**

### **M-2.1 Factor 1: Technical Capability and Experience**

#### **M-2.1.1 Subfactor A) Personnel Experience and Qualifications**

Proposals will be evaluated for currency, depth of experience, professional credentials and the relationship of education and experience to the requirements of each task order statement of work. The proposed key personnel will be evaluated and assessed regarding whether they have the education and relevant experience to effectively execute the duties and responsibilities for their proposed position considering the nature, size and scope of the work required in both the master IDIQ and each task order statement of work. Failure to submit resumes and letters of intent, as applicable, may result in an unacceptable rating. The proposal will be evaluated to determine that the key personnel have the required security clearance for each task order. In addition, the appropriate staffing, subcontract and consultation required to complete each task order (task orders 0001 and 0002), will be evaluated for consistency with the Offeror's technical and programmatic approach.

In arriving at a best value decision the Government reserves the right to give positive consideration (i.e. assign a strength) for areas proposed in excess of the requirements, and in relation to the technical factor and subfactors.

#### **M-2.1.2 Subfactor B) Technical Understanding**

Proposals will be evaluated based on the Offeror's complete understanding of the technical requirements and the general nature of the work set forth in this solicitation. A simple statement of understanding or playback of the SOW will not be considered as responsive.

Proposals will be evaluated on the Offeror's demonstrated experience in the type of research and development required by the tasks set forth in the SOW.

Proposals will be evaluated on the soundness of the approach by a feasible and workable program for each task requirement. In addition, the proposal must demonstrate credibility, realism, and logic to the proposed tasking requirements and required deliverables.

#### **M-2.1.3 Subfactor C) Responses to Task Orders**

The proposals will be evaluated to assess the Offeror's technical approach and capability with regards to performance of the technical areas identified within the Task Order SOWs. The proposals will be evaluated for soundness of the Offeror's approach to reducing or avoiding technical risk and demonstrating the flexibility to accommodate technical and program changes without significant schedule risk. This will be demonstrated by how Offerors will manage the overall effort by including the details of how Offerors will accomplish the identified task order requirements.

#### **M-2.1.4 Subfactor D) Facilities**

Proposals will be evaluated to assess the Offeror's manufacturing capability and capacity for the production and repair of prototype electronic warfare systems.

#### **M-2.2 Factor 2: Past Performance**

Past performance is a measure of the degree to which the Offeror satisfied its customers in previous relevant contracts and complied with Federal, State, and local laws and regulations. The Government will evaluate Past Performance Questionnaires and Previous Contract Effort Narratives, and may contact some of each Offeror's customers to ask whether or not they believe: (1) that the Offeror is capable, efficient and effective; (2) that the Offeror's performance conformed to the terms and conditions of its contract; (3) that the Offeror was reasonable and cooperative during performance; (4) that the Offeror was committed to customer satisfaction; and (5) if given a chance would they select the same or a different Contractor.

The Government may consider past performance information obtained from sources other than those identified by the Offeror, including Federal, State, and local Government agencies, Better Business Bureaus, published media and electronic databases. The lack of recent and relevant past performance information will result in the assignment of a neutral rating (i.e. neither favorable nor unfavorable) for this factor.

#### **M-2.3 Factor 3: Price/Cost**

The Government will evaluate the proposed rates for the labor categories proposed for completeness and reasonableness during the period of performance of this contract to ensure that they are fair, reasonable, and predictable for the anticipated work under the contract and that they represent a price/cost to the Government that a prudent person would pay when consideration is given to prices/costs in the market.

#### **Price Analysis**

The Government will assess the reasonableness of the prices proposed in Attachment 7 of the solicitation. Normally, price reasonableness is established through adequate price competition, but the Government may also determine price reasonableness through use of cost and price analysis techniques as described in FAR 15.404, such as:

- (a) Comparison of proposed loaded hourly labor rates received in response to the solicitation.
- (b) Comparison of proposed loaded hourly labor rates against an independent Government price estimate.

(c) Use of other price analysis techniques to assess the Offeror's methodology for determining labor rates with regard to the ability of the Offeror to meet requirements in terms of skills required, complexity of disciplines and job difficulty, the Offeror's ability to perform and the risk of its approach.

Pursuant to FAR 15.404-1(g), an offer may be rejected if the Government determines unbalanced pricing posing an unacceptable risk to the Government. Proposals that include unrealistically low or unrealistically high labor rates, or that do not otherwise demonstrate price realism may indicate a lack of complete understanding of the requirements, propose a high-risk approach to performance, and/or demonstrate an inability to attract and retain a high-quality workforce.

### **Cost Analysis**

The Government will evaluate the separate cost elements and fee in the Offeror's proposal using the representative sample of labor categories in Attachments 8 and 9 to determine how well the proposed costs represent what the cost should be, assuming reasonable economy and efficiency. The Government may use various cost analysis techniques pursuant to FAR 15.404-1 to ensure that the proposed cost elements are: 1) realistic for the work to be performed; 2) reflect a clear understanding of the requirements; and 3) consistent with the type of services provided for in the solicitation. Such techniques include, but are not limited to, the following:

(a) Verification that the Offeror's cost submissions comply with the contract cost principles and procedures of FAR Part 31 and, when applicable, the requirements and procedures in 48 CFR Chapter 99 (Appendix to the FAR loose-leaf edition), Cost Accounting Standards.

(b) Verification from an Offeror's cognizant audit agency that the Offeror's cost controls and surveillance systems are adequate as demonstrated through an adequate cost accounting system in accordance with FAR 16.301-3(a)(1). Failure to furnish verification of an acceptable cost accounting system and practices may result in an unacceptable rating.

(c) If available, the application of the Offeror's approved provisional billing rates and forward pricing rate agreements in the Offeror's basis of estimate for each hourly labor rate.

(d) Verification that the compensation levels proposed reflect a clear understanding of work to be performed, and support the ability of the proposed compensation structure to obtain and retain qualified personnel to meet task order objectives.

### **M-3 BASIS FOR CONTRACT AWARD**

This is a best value source selection conducted in accordance with Federal Acquisition Regulations (FAR) 15.3 Source Selection, as supplemented by the Defense Federal Acquisition Regulation Supplement (DFARS), and the Navy and Marine Corps Acquisition Regulation Supplement (NMCARS). These regulations are available electronically at the Air Force (AF) FARSite, <http://farsite.hill.af.mil>. The Government will select the best overall offer, based upon an integrated assessment of Combined Technical/Technical Risk, Past Performance, and Cost/Price. The contract may be awarded to the Offeror(s) who is/are deemed responsible in accordance with the FAR, as supplemented, whose proposal conforms to the solicitation's requirements (to include all stated terms, conditions, representations, certifications, and all other information required by Section L of this solicitation) and is judged, based on the evaluation factors and subfactors to represent the best value to the Government. The Government seeks to award to the Offeror(s) who gives the Navy the greatest confidence that it will best meet, or exceed, the requirements. This may result in an award to a higher rated, higher priced Offeror, where the decision is consistent with the evaluation factors, and the Source Selection Authority (SSA) reasonably determines that the technical and/or overall business approach of the higher price Offeror outweighs the cost difference. The SSA will base the source selection decision on an integrated assessment of proposals against all source selection criteria in the solicitation as stated in this Section M. While the Government source selection evaluation team and the SSA will strive for maximum objectivity, the source selection process, by its nature, is subjective; and therefore, professional judgment is implicit throughout the entire process.



#### **M-4 BASIS FOR AWARDING INITIAL TASK ORDERS**

Funds for the minimum guarantee will be obligated at time of award, by issuance of either one of the sample task orders or an order for the minimum guarantee.

Payment for the minimum guarantee order will not be made unless the contractor receives no other orders during the base year.

#### **M-5 NUMBER OF CONTRACTS TO BE AWARDED**

The Government intends to award between two (2) and four (4) contracts for the Tactical Electronic Warfare Division Engineering and Technical Support program. However, the Government reserves the right to award one, or no contract at all.

#### **M-6 SOLICITATION REQUIREMENTS, TERMS AND CONDITIONS**

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as factors or subfactors. Failure to comply with the terms and conditions of the solicitation may result in the Offeror being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and must provide complete supporting rationale.